

Dear Prospective Offeror:

Subject: Request for Proposals number: 19M03023 – P – 0015

Enclosed is a Request for Quotations (RFP) for ***ROOF REPLACEMENT for Consul General Residence VILLA MIRADOR – Casablanca, Morocco***. If you would like to submit quotation, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The Consulate intends to conduct a pre-proposal conference at the site, The pre-proposal conference will be held on **July 25, 2023 at 10:00 am** (local time) at Villa Mirador. Prospective offerors/quoters should contact procurement supervisor ATIKA BATTI : [battia@state.gov](mailto:battia@state.gov) by **July 19, 2023** for additional information or to arrange entry to the building.

Proposals are due by **August 7, 2023, at 17:00 pm**. No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your proposal must be submitted electronically to [Casablancaproc@state.gov](mailto:Casablancaproc@state.gov) It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed the 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1442
2. Section B, Pricing
3. Section K Representations and Certifications
4. Additional information as required in Section L
5. "The Offeror should submit a completed IRS Form W-14, found at [www.irs.gov/w14](http://www.irs.gov/w14), to ensure compliance with FAR 52.229-11;"]
6. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Steven S. Glick

Contracting Officer

Enclosure:

MODEL CONTRACT – SECTION A

COVER PAGE - SF-1442

Document in link below:

<https://www.gsa.gov/reference/forms/solicitation-offer-and-award-construction-alteration-or-repair>

## PART 1 – THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 CONTRACT PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-3, Workers' Compensation and War-Hazard Insurance), and profit.

_____	Total Price
_____	VAT
_____	Grand Total

#### B.2 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

#### B.3 TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency indicated in the SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

## SECTION C - DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

### C.1 CHARACTER AND SCOPE OF WORK

The Contractor shall furnish and install all materials required by this contract. The contract drawings and the Specifications/Statement of Work are set forth as Attachment.

### C.2 DRAWINGS

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

## SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to the site as instructed in attachment.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) IS/ARE INCORPORATED  
BY REFERENCE (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-26	REPORTING NONFORMING ITEMS (JUN 2020)

### E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

E.2.1 MONTHLY REPORT: The Contractor shall submit to the COR a monthly progress report, along with the monthly invoice, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.

E.2.2. INSPECTION BY GOVERNMENT: The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

### E.3 SUBSTANTIAL COMPLETION

#### E.3.1 DEFINITIONS

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

1. do not interfere with the intended occupancy or utilization of the work, and
2. can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

#### E.3.2 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate shall be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

## E.4 FINAL COMPLETION AND ACCEPTANCE

### E.4.1 DEFINITIONS

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

### E.4.2 FINAL INSPECTION AND TESTS

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

### E.4.3 FINAL ACCEPTANCE

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- (a) satisfactory completion of all required tests,
- (b) a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- (c) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

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THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY  
REFERENCE (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-14	SUSPENSION OF WORK (APR 1984)



F.2     52.211-10    COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK  
              (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 10 days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than 80 calendar days. The time stated for completion shall include final cleanup of the premises and completion of “punch list” items.

### F.3 LIQUIDATED DAMAGES

F.3.1 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

N/A

### F.3.2. ASSESSMENT AND APPORTIONMENT OF LIQUIDATED DAMAGES

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

#### F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the job site.
- (d) All schedules shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

## F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the

Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, or (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### F.6 NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give this notice not more than ten (10) days after the first event-giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### F.7 NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will issue the Contractor a Notice to Proceed. The Contractor shall then prosecute the work commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

#### F.8 WORKING HOURS

All work shall be performed during work days Monday through Friday from 0800 am to 1700 pm except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

(a) The Department of State observes the following days\* as holidays:

DATE	DAY(S)	HOLIDAY	REMARKS
January 2	Monday	NEW YEAR'S DAY	AMERICAN
January 11	Wednesday	PRESENTATION OF MOROCCAN INDEPENDENCE PROCLAMATION	MOROCCAN
January 16	Monday	MARTIN LUTHER KING'S BIRTHDAY	AMERICAN
February 20	Monday	PRESIDENTS' DAY	AMERICAN
April 22/23	Saturday/Sunday	AID AL FITR** (Celebration of end of Ramadan)	MOROCCAN *
May 1	Monday	MOROCCAN LABOR DAY	MOROCCAN
May 29	Monday	MEMORIAL DAY	AMERICAN
June 19	Monday	JUNETEENTH	AMERICAN
June 29/30	Thursday/Friday	AID AL ADHA** (Feast of the Sacrifice)	MOROCCAN *

July 4	Tuesday	AMERICAN INDEPENDENCE DAY	AMERICAN
July 19	Wednesday	FIRST MOHARRAM**	MOROCCAN *
August 14	Monday	OUED ED-DAHAB DAY	MOROCCAN
August 21	Monday	YOUTH DAY	MOROCCAN
September 4	Monday	AMERICAN LABOR DAY	AMERICAN
September 28/29	Thursday/Friday	AID MAWLID AN NABBAOUI** ( <i>Birthday of the Prophet Mohammed</i> )	MOROCCAN *
October 9	Monday	COLUMBUS DAY	AMERICAN
November 10	Friday	VETERAN'S DAY	AMERICAN
November 23	Thursday	THANKSGIVING	AMERICAN
December 25	Monday	CHRISTMAS	AMERICAN

\*Any other day designated by Federal law, Executive Order or Presidential Proclamation. (\*\*) A lunar-based holiday; the actual date may vary.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

#### F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment, and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and

(3) directly and materially affects the date of final completion of the project.

#### F.10 PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at **Villa Mirador (8 Alle des Murriers, Casablanca)** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

## F.11 DELIVERABLES

The following items shall be delivered under this contract:

<b>Description</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Deliver To:</b>
H.11.1. Safety Plan	1	10 days after award	COR
E.2. Quality Assurance Plan	1	10 days after award	COR
F.4. Construction Schedule	1	10 days after award	COR
H.14.1. Submittal Register	1	10 days after award	COR
F.10. Pre-Construction Conference	1	10 days after award	COR
H.13.2. Biographic Data on Personnel	1	10 days after award	COR
E.2.2. Inspection Reports	1	3 days after end of weekly period	COR
G.3.2 Payment Request	1	Final completion day	COR
E.2.1. Monthly Progress Report	1	7 <sup>th</sup> day of the following month	COR
F.4.(c). Updates to Construction	1	Last day of each month	COR
E.3.2. Request for Substantial Completion	1	5 days before inspection	COR
H.4.4. As-built Drawings and Warranties	1	After final completion but before final acceptance	COR
E.4.2. Request for Final Acceptance	1	5 days before inspection	COR
F.6 Notice of Delay	1	Within 10 days after event	CO
F.8 Additional Hours	1	No later than 24 hours in advance of need	COR
H.2.4 Evidence of Insurance	1	10 days after award	CO
H.17.2 Differing Site Condition	1	Within 10 days of occurrence	CO

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

### G.2 MONITORING OF THE CONTRACTOR

#### G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the OBO Quality Assurance - Project Leader.

#### G.2.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

### G.3 PAYMENT

#### G.3.1 GENERAL

Payments are subject to FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

#### G.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall address invoices to: [RabatFMOInvoicing@state.gov](mailto:RabatFMOInvoicing@state.gov) the original and 2 copies of the final invoice shall be provided to the COR.

#### G.3.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

#### G.3.4 EVALUATION BY THE CONTRACTING OFFICER

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

#### G.3.5 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and

(d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

#### G.3.6. PAYMENT

Under the authority of 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 BOND/IRREVOCABLE LETTERS OF CREDIT REQUIREMENTS

#### H.1.1 BONDS/IRREVOCABLE LETTERS OF CREDIT REQUIRED

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security (irrevocable letter of credit) approved by the Government such as letter of credit/guaranty shown in Section J.

#### H.1.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds or alternate security as required by the paragraph H.1.1 above within ten (10) days after contract award. Failure to submit (1) the required bonds or other security acceptable to the Government in a timely manner; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction).

#### H.1.3 COVERAGE

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

#### H.1.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

#### H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if --

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

## H.2 INSURANCE

### H.2.1 AMOUNT OF INSURANCE

The Contractor is required by FAR 52.228-5 to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

### H.2.2 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

### H.2.3 INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

### H.2.4 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

## H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

- (a) "Contract Drawings or Drawings," where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.
- (b) "Day" means a calendar day unless otherwise specifically indicated.
- (c) "Host Country" means the country in which the project is located.
- (d) "Material" means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (e) "Notice to Proceed" means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.
- (f) "Other Submittals" includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
- (g) "Project Data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- (h) "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- (i) "Schedule of Defects" means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has

designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

- (j) "Separate Contractor" means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.
- (k) "Work" means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

#### H.4 OWNERSHIP AND USE OF DOCUMENTS

##### H.4.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS

- (a) OWNERSHIP. All specifications, drawings, and copies thereof, and models, are the property of the Government.
- (b) USE AND RETURN. The Contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

##### H.4.2 SUPPLEMENTAL DOCUMENTS

The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless the Contractor makes objection within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

##### H.4.3 RECORD DOCUMENTS

The Contractor shall maintain at the project site:

- a current marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and
- a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

##### H.4.4 "AS-BUILT" DOCUMENTS

After final completion of the work, but before final acceptance, the Contractor shall provide:

- complete set of "as-built" drawings, based on the record set of drawings, marked to show the details of construction as actually accomplished; and
- record shop drawings and other submittals, in the number and form as required by the specifications.

#### H.5 GOVERNING LAW

The laws of the United States shall govern the contract and its interpretation.

#### H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

#### H.7 LAWS AND REGULATIONS

##### H.7.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

##### H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

##### H.7.3 SUBCONTRACTORS

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

##### H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

#### H.8 RESPONSIBILITY OF CONTRACTOR

##### H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

##### H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

## H.9 CONSTRUCTION OPERATIONS

### H.9.1 OPERATIONS AND STORAGE AREAS

(a) CONFINEMENT TO AUTHORIZED AREAS. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) VEHICULAR ACCESS. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

### H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

## H.10 TEMPORARY FACILITIES AND SERVICES

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

## H.11 SAFETY

### H.11.1

## H.12 SUBCONTRACTORS AND SUPPLIERS

### H.12.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

### H.12.2 APPROVAL OF SUBCONTRACTORS

(a) REVIEW AND APPROVAL. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.

(b) REJECTION OF SUBCONTRACTORS. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

## H.13 CONSTRUCTION PERSONNEL

### H.13.1 REMOVAL OF PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

### H.13.2 CONSTRUCTION PERSONNEL SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take 5 working days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Identification number
- Copy of ID

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, the Government will provide a badge to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

## H.14 MATERIALS AND EQUIPMENT

### H.14.1 SELECTION AND APPROVAL OF MATERIALS

(a) STANDARD TO QUALITY. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection.

(b) SELECTION BY CONTRACTOR. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

### H.14.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody, but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.



#### H.14.3 BASIS OF CONTRACT PRICE

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

#### H.14.4 SUBSTITUTIONS

(a) PRIOR APPROVAL REQUIRED. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

(b) APPROVAL THROUGH SHOP DRAWINGS. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) FINAL APPROVAL ON DELIVERY. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

#### H.14.5 . "OR-EQUAL CLAUSE"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

#### H.14.6 USE AND TESTING OF SAMPLES

("Samples" include materials and equipment.)

(a) USE. The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) FAILURE OF SAMPLES. If a sample fails to pass the specified tests described in this contract, any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.

(c) TAKING AND TESTING OF SAMPLES. Samples delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) COST OF ADDITIONAL TESTING BY THE GOVERNMENT. When additional tests of samples are performed, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

#### H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

##### H.15.1 SHIPMENT AND CUSTOMS CLEARANCE

(a) Costs to be borne by Contractor. The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Duty-free clearance. The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which:

- (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,
- (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or
- (3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

(c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools,

construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

#### H.15.2 SURPLUS MATERIALS

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

#### H.16 SPECIAL WARRANTIES

##### H.16.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they do not conflict with the special warranty.

##### H.16.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information required in order to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### H.17 EQUITABLE ADJUSTMENTS

##### H.17.1 BASIS FOR EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause. The Contractor shall give the Contracting Officer written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

##### H.17.2 DIFFERING SITE CONDITION NOTICE

The Contractor shall provide written notice of a differing site condition within 10 days of occurrence following FAR 52.236-2, Differing Site Conditions.

##### H.17.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS

(a) ITEMIZATION OF PROPOSALS AND REQUESTS. The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting

Officer, The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) PROPOSED TIME ADJUSTMENTS. The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.

(c) RELEASE BY CONTRACTOR. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

#### H.18 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

#### H.19 ZONING APPROVALS AND BUILDING PERMITS

The Government is responsible for:

- obtaining proper zoning or other land use control approval for the project,
- obtaining the approval of the Contract Drawings and Specifications,
- paying fees due, and
- obtaining and paying for the initial building permits

#### PART II – CONTRACT CLAUSES

#### SECTION I - CONTRACT CLAUSES

##### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY  
REFERENCE (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)

52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 2020)

52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) ALTERNATE I (FEB 1997)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

52.225-5 TRADE AGREEMENTS (OCT 2019)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (FEB 2021)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)

52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS

(MAY 2014)

- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
- 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR  
AWARD MANAGEMENT (OCT 2018)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS  
SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK  
(APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT,  
UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.245-1 GOVERNMENT PROPERTY (SEP 2021)
- 52.245-9 USE & CHARGES (APR 2012)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) ALTERNATE I (SEPT 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

THE FOLLOWING FEDERAL ACQUISITION CLAUSES (FAR) ARE SET FORTH IN FULL TEXT:

52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JUN 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).



- (iv) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.
- (v) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (viii) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (ix) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (x) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C.3553](#)).
- (xi) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) ( [Pub. L. 108-77](#) and 108-78 ( [19 U.S.C. 3805 note](#))).

(2) Listed below are additional clauses that apply:

- (i) [52.232-1](#), Payments (APR 1984).
- (ii) [52.232-8](#), Discounts for Prompt Payment (FEB 2002).
- (iii) [52.232-11](#), Extras (APR 1984).
- (iv) [52.232-25](#), Prompt Payment (JAN 2017).
- (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (JUN 2013).
- (vi) [52.233-1](#), Disputes (MAY 2014).
- (vii) [52.244-6](#), Subcontracts for Commercial Products and Commercial Services (JUN 2023).
- (viii) [52.253-1](#), Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) ( [31 U.S.C. 6101 note](#) ) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).

- (ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract).
- (iii) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) ( [41 U.S.C.chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).
- (v) [52.222-36](#), Equal Employment for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (vi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).
- (vii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).
- (viii)
- (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627) (Applies to all solicitations and contracts).
- (B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).
- (ix) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).
- (x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) [52.223-5](#), Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR [23.804](#)(a)(1)).

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

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(A) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract, and the acquisition-

*(1) Is set aside for small business concerns; or*

*(2) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$50,000).*

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of

performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of [52.225-1](#): (A) The cost of its components mined, produced, or manufactured in the United States exceeds \_\_\_\_ percent of the cost of all its components. [ *Contracting officer to insert the percentage per instructions at [13.302-5\(d\)\(4\)](#). ]*

(xviii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#))(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#))).

(2) Listed below are additional clauses that may apply:

(i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR [9.405-2\(b\)](#) on the date of award of this contract).

(iii) [52.211-17](#), Delivery of Excess Quantities (*Sept 1989*) (Applies to fixed-price supplies).

(iv) [52.247-29](#), F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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[Insert one or more Internet addresses]

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

(a) *Definitions.* As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the

specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$250,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782, or via the internet at <http://www.fms.treas.gov/c570/c570.html>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.”

## 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

(a) *Definitions.* As used in this clause—

*Foreign person* means any person other than a United States person.

*United States person*, as defined in [26 U.S.C. 7701](#)(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701](#)(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.



(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

THE FOLLOWING FEDERAL ACQUISITION CLAUSES (FAR) ARE SET FORTH IN FULL TEXT:

52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JUN 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (iv) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.
- (v) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- (viii) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (ix) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (x) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C.3553](#)).
- (xi) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) ( [Pub. L. 108-77](#) and 108-78 ( [19 U.S.C. 3805 note](#))).



(2) Listed below are additional clauses that apply:

- (i) [52.232-1](#), Payments (APR 1984).
- (ii) [52.232-8](#), Discounts for Prompt Payment (FEB 2002).
- (iii) [52.232-11](#), Extras (APR 1984).
- (iv) [52.232-25](#), Prompt Payment (JAN 2017).
- (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (JUN 2013).
- (vi) [52.233-1](#), Disputes (MAY 2014).
- (vii) [52.244-6](#), Subcontracts for Commercial Products and Commercial Services (JUN 2023).
- (viii) [52.253-1](#), Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).
- (ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract).
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(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627) (Applies to all solicitations and contracts).

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(x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

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(xviii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

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- (iv) [52.247-29](#), F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).
- (v) [52.247-34](#), F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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*[Insert one or more Internet addresses]*

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the

Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

(a) *Definitions.* As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$250,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782, or via the internet at <http://www.fms.treas.gov/c570/c570.html>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.”

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

(a) *Definitions.* As used in this clause—

*Foreign person* means any person other than a United States person.

*United States person*, as defined in [26 U.S.C. 7701](#)(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701](#)(a)(31)); and
- (5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

THE FOLLOWING DEPARTMENT OF STATE ACQUISITION REGULATIONS (DOSAR) ARE SET FORTH IN FULL TEXT:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government e-mail.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);

- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.



652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this [paragraph \(c\)](#), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.225-7 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, AS AMENDED  
(AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any

business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

THE FOLLOWING CLAUSE IS APPLICABLE, IF CHECKED:

[ ] 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS  
WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High risk activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) of this clause), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and health requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR part 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap reporting.* The contractor is required to report *immediately* all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)

(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO. PAGES
Attachment 1	Standard Form 25, Performance and Guaranty Bond <a href="https://www.gsa.gov/reference/forms/performance-bond">https://www.gsa.gov/reference/forms/performance-bond</a>	2
Attachment 2	Standard Form 25A, Payment Bond <a href="https://www.gsa.gov/reference/forms/performance-bond">https://www.gsa.gov/reference/forms/performance-bond</a>	1
Attachment 3	Drawings	
Attachment 4	Specifications	

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

#### K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*** and

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$250,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions:

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government



	Offeror is an agency or instrumentality of the Federal Government
--	-------------------------------------------------------------------

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

K.4 RESERVED

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

- (xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$50,000, the basic provision applies.
- (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*
- \_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.
  - \_\_\_ (ii) [52.204-20](#), Predecessor of Offeror.
  - \_\_\_ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
  - \_\_\_ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
  - \_\_\_ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
  - \_\_\_ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA– Designated Products (Alternate I only).
  - \_\_\_ (vii) [52.227-6](#), Royalty Information.
  - \_\_\_ (A) Basic.
  - \_\_\_ (B) Alternate I.
  - \_\_\_ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

*Alternate I* (MAR 2023). As prescribed in [4.1202](#)(a), substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

K.6     52.204–24     REPRESENTATION REGARDING CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology,*

*interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.7     52.204-26     COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES  
OR REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

K.8     52.209-2     PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC  
CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

© *Representation.* By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.9     52.209-5     CERTIFICATION REGARDING RESPONSIBILITY MATTERS  
(AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax



evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.10 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS  
– CERTIFICATION (FEB 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR [2.101](#).

(b) *Certification.* [Offeror shall check either (1) or (2).]

\_\_\_ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and

Disarmament Act ([22 U.S.C. 2593a](#)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under [22 U.S.C. 2593e](#)(d) or (e); or

(ii) Determined under [22 U.S.C. 2593e](#)(g)(2) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e](#)(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.11. 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

(a) *Definitions*. As used in this provision—

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

K.12 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.13 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions.* As used in this provision—

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts.

**For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**

(End of Provision)

**K.14 AUTHORIZED CONTRACT ADMINISTRATOR**

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**K.15 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)**

(a) Definitions. As used in this provision:

“Foreign person” means any person other than a United States person as defined below.

“United States person” means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

(End of provision)

**K.16 THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:**

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021)





SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS OR QUOTERS

L.1	<u>52.252-1</u>	<u>SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</u> <u>(FEB 1998)</u>
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](#) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISION(S) IS/ARE  
INCORPORATED BY REFERENCE (48 CFR CH. 1):

<u>PROVISIONS</u>	<u>TITLE AND DATE</u>
52.204-16 (AUG 2020)	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 2020)
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

## L.2 SOLICITATION PROVISIONS IN FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of provision)

## 52.233-2 SERVICE OF PROTEST (SEPT 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from to the United States Consulate General in Casablanca, Morocco.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

### L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing in either the United States or Morocco, or plans to establish an office within 30 days of contract award.
- (3) The offeror shall provide proof of SAM registration to include the SAM UEI number.
- (4) Be able to demonstrate prior construction experience with suitable references for company and Project manager;
- (5) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Morocco then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
- (6) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (7) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (8) The offeror's strategic plan for the roof replacement services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) if insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

(9) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;

(10) Have no adverse criminal record; and

(11) Have no political or business affiliation which could be considered contrary to the interests of the United States.

#### L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

(1) Obtaining a complete set of contract drawings and specifications;

(2) Thoroughly reviewing such documents and understanding their requirements;

(3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and

(4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely **ONLY** upon written interpretations by the Contracting Officer.

#### L.5 SUBMISSION OF OFFERS

##### L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, <i>Solicitation, Offer and Award (Construction, Alteration, or Repair)</i> , and completed Section K	3
II	Price Proposal and Completed Section B. The price proposal shall include a completed Section J, Attachment 4, "Breakdown of Proposal Price by Divisions of Specifications".	3
III	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	3

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or if hand-delivered, the address set forth below (if this is left blank, the address is the same as

that in Block 7 of SF-1442):

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The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

#### L.5.2 DETAILED INSTRUCTIONS

L.5.2.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF-1442 and all of Section K.

L.5.2.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.).

L.5.2.3 Volume III: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

#### PROPOSED WORK INFORMATION - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

#### EXPERIENCE AND PAST PERFORMANCE - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;

(8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

(9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default)

(12) Identify any accidents or safety concerns that occurred and resolution.

L.6 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A site visit has been scheduled for July 25, 2023, at 10:00 am.
- (c) Participants will meet at Villa Mirador.

L.7 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)



## L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between \$100,000 and \$250,000.

## L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 3 years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non-responsible.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### M.1 EVALUATION OF PROPOSALS

**M.1.1 GENERAL.** To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

#### M.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) **INITIAL EVALUATION.** The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) **TECHNICAL EVALUATION.** After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3(b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.

- Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.5.2.3.).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

#### M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

### M.2 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

### M.3 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.



#### M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

ATTACHMENTS FOLLOW:

- STATEMENT OF WORK – SECTION 3 -
- DRAWINGS



## **SECTION C - STATEMENT OF WORK**

### **CONSUL GENERAL RESIDENCE - VILLA MIRADOR - ROOF REPLACEMENT**

**March 20, 2021**

**U.S. CONSULATE CASABLANCA MOROCCO**



#### **ROOF & FAÇADE MANAGEMENT PROGRAM**

**FACILITY MANAGEMENT OVERSEAS BUILDINGS OPERATIONS**

**U.S. DEPARTMENT OF STATE WASHINGTON DC**

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# **CONSUL GENERAL RESIDENCE ROOF REPLACEMENT CASABLANCA MOROCCO**

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## **PROJECT MANUAL and SPECIFICATIONS**

### **SECTION 00003 – TABLE of CONTENTS**

#### **Division 1**

01010 – Summary of Work 01022 – Site Photographs 01535 – Rooftop Safety 01700 – Contract Closeout

#### **Division 2**

02072 – Removals and Renovation Work

#### **Division 3 - 6**

Not Used

#### **Division 7**

07525 – Protected Membrane Roofing 07530 - Plaza Deck Membrane Roofing 07560 - Elastomeric Roof Coating 07620 – Sheet Metal Flashing  
07920 – Sealants

#### **Division 8**

Not Used

#### **Division 9**

09210 - Exterior Plaster Restoration 09910 - Exterior Painting

#### **Division 10 – 16**

Not used

#### **Division 17**

17000 - Temporary Electromechanical Disconnects

**END OF TOC**

**CONSUL GENERAL RESIDENCE ROOF REPLACEMENT  
CASABLANCA MOROCCO**

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**SECTION 01010 - SUMMARY OF WORK**

**PART ONE - GENERAL**

**1.01 SUMMARY:**

- A. The U.S. American Consulate in Casablanca Morocco and Overseas Buildings Operations [OBO] have a requirement to obtain Construction Services for replacing the flat roofs on the Consul General Residence (CGR), pleasantly referred to as "Villa Mirador." The proposed roof replacement shall consist of replacement of the entire CGR two high roof levels; two low patio plaza deck levels; and four flat concrete canopies, but is not limited to the following;

**High Roofs:**

1. Removal and disposal of existing roof systems down to existing flat concrete deck.
2. Demolition of existing abandon chimney, upturned concrete or masonry beams in designated areas.
3. Repair and enlargement of existing drain areas and cut-in of new cast iron drains.
4. Installation of masonry and wood nailer capped parapet walls.
5. Installation of two-ply modified bitumen roof membrane and associated membrane flashings.
6. Installation of sheetmetal flashings at penetrations, scuppers, area dividers, and perimeters.
7. Installation of drain board, XPS insulation, filter fabric, and concrete paver overburden.
8. Installation of new standing seam sheet metal coping.
9. Repair and paint application on existing masonry parapet walls and chimneys.
10. Temporary relocation of existing satellite dishes, parapet mounted site lighting, and solar hot water heaters on roof pavers with new water piping and non- penetrating pipe supports and electrical connections.

**Low Patio Plaza Decks:**

1. Removal and disposal of existing roof systems down to existing flat concrete deck.
2. Repair and enlargement of existing drain areas and cut-in of new cast iron flush mounted drains.
3. Installation of two-ply modified bitumen roof membrane and associated membrane flashings.
4. Installation of sloped mortar set topping bed and ceramic tiles to provide minimum 2% slope to drain.
5. Repair and paint application on existing masonry parapet walls and steel handrails.

**CONSUL GENERAL RESIDENCE ROOF REPLACEMENT  
CASABLANCA MOROCCO**

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**Flat Concrete Canopies:**

1. Removal and disposal of existing roof systems down to existing flat concrete deck.
2. Repair, enlarge, and fabric reinforced roof coating of existing area drains.
3. Repair, elastomeric and fabric reinforced roof coating application on existing flat concrete and upturn flashings.

**1.02 SUBMITTALS:**

- A. Contractor's executed payment and performance bonds.
- B. Contractor's executed insurance certificate.
- C. Submit subcontractor's insurance coverage in compliance with contract requirements.
- D. Detailed project schedule showing work phasing and proposed daily progress.
- E. Applicator's License Certificate: Roofing material manufacturer's agreement indicating date application was approved and expiration date.
- F. Drawings of all specific waterproofing details.
- G. Construction Accident Prevention Plan (CAPP)
- H. Manufacturer's warranties that are to be issued upon project completion.

**1.03 SUBSTITUTIONS AND PRODUCT OPTIONS:**

- A. Contractor's Representation: Request for substitution constitutes a representation that Contractor:
  1. Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.
  2. Shall provide same warranties for substitution as for product specified.
  3. Shall coordinate installation of accepted substitution into Work and make such other changes as may be required for Work to be complete in all respects.
  4. Waives all claims for additional costs, under his responsibility, related to substitution which subsequently becomes apparent.
  5. If substitution is not approved or accepted, Contractor shall furnish specified product.
- B. Substitutions:
  1. During Solicitation only written requests for substitutions of products in place of those specified will be considered. Such requests must be received at least two weeks prior to Proposal Date. Requests received after that time will not be considered. Approval of substitutions will be set forth in an Amendment.
  2. Requests for substitutions supported with complete data, drawings, and appropriate samples shall include data listed below:
    - a. Product description, performance and test data, and applicable reference standards.
    - b. Changes required in other elements of Work because of substitution.
    - c. Effect on construction schedule.
- C. Product Options: For products specified by naming several products or manufacturers, select any product and manufacturer named.

**CONSUL GENERAL RESIDENCE ROOF REPLACEMENT  
CASABLANCA MOROCCO**

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**1.04 QUALITY CONTROL:**

- A. OBO has the right to inspect and test all services, to the extent practicable at all times and places during the work. OBO may perform full time quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the Construction Documents.
- B. Contractor shall be approved by manufacturer to perform the work for the specified guarantee period.
- C. The Contractor shall be responsible for the following construction inspections and tests:
  - 1. Mortar Set Topping Design Mix.
  - 2. Membrane Flashing Seam Adhesion Test
  - 3. Concrete Paver Strength Test
  - 4. Roof Area Flood Test
  - 5. Manufacturer's Warranty Inspection

**1.05 STORAGE OF MATERIALS:**

- A. Proper storage of materials is the sole responsibility of Contractor. Protect all materials susceptible to moisture including, but not limited to, all roll goods, insulation, cant strip, wood, and plywood in dry, above ground, watertight storage. Keep all labels intact and legible, clearly showing the product, manufacturer, and other pertinent information.
- B. Store materials on site. Cover and protect materials subject to damage by weather, including during transit. Stored materials shall be available for inspection.
- C. Store flammable and volatile liquids in sealed containers located a minimum of 20 feet from existing buildings.
- D. Liquid products shall be delivered sealed, in original containers. Store roll goods in an upright position.
- E. Distribute material, debris, and equipment over the roof deck to avoid damage to the structural deck. Place materials and equipment to be stored on the roof as nearly direct over structural members as can be determined. Secure equipment, material, and debris on the roof to prevent movement by wind or other elements.

**1.06 TEMPORARY FACILITIES:**

- A. Temporary Water:
  - 1. Make arrangements with Consulate for water required for construction. Consulate will pay for cost of water.
  - 2. Do not disrupt existing water service to the building.
  - 3. Provide hoses for conveyance.
- B. Temporary Electrical
  - 1. Make arrangements with Consulate for temporary electrical service. Consulate will pay energy charges for temporary power and lighting.
  - 2. Provide all necessary temporary wiring, extensions, and temporary lighting devices.
  - 3. Provide necessary provisions to avoid disruptions to the residence electrical service and daily operations.
- C. Temporary Barricades, Ladders, Chutes, Scaffolds, Hoists and Cranes:
  - 1. Furnish and maintain temporary ramps, scaffolds, hoists, or chutes as required for proper execution of Work.
  - 2. Provide barricade constructed of suitable materials and dimensions to

## **CONSUL GENERAL RESIDENCE ROOF REPLACEMENT CASABLANCA MOROCCO**

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conceal work area and to protect building users/occupants that is soundly mounted/secured to prevent displacement during work but that shall remain moveable.

3. Remove guardrails and barricades at completion of construction.

### **1.07 PROJECT PROCEDURES:**

- A. Owner will occupy premises during entire period of construction for the conduct of normal, daily operations. Cooperate with Owner's Representative in all construction operations to minimize conflict and to facilitate Owner usage.
- B. Contractor shall conduct his operations so as to ensure least inconvenience to Owner's operations.
- C. Contractor shall take precautions to avoid excessive noise or vibration that would disturb Owner's operations. When directed by Owner, Contractor shall perform certain operations at designated time of day or night in order to minimize disturbance to Owner's operations.
- D. Contractor shall take all necessary precautions to assure a watertight condition in the operation portion of the building during construction.

## **PART TWO - PRODUCTS**

Not Used.

## **PART THREE - EXECUTION**

### **3.01 PERIOD OF PERFORMANCE:**

- A. Solicitation:
  1. Pre-proposal Site Visit 30 days prior to Award
  2. Award Day Zero
- B. Pre-Construction Submittals:
  1. Bond & Insurance Submittals 14 days after award
  2. Contractor Officer Review 6 days
  3. Pre-Construction Submittals 30 days
  4. Consulate & OBO Submittal Review 30 days
  5. Material Procurement 30 days
  6. Shipping & Customs (if required) 30 + 20 days
  7. Crew Information 10 days
  8. Consulate & OBO Review 30 days
- C. Construction:
  1. High Roof Areas 30 days
  2. Low Patio Plaza Decks 30 days
  3. Low Concrete Canopies 15 days
  4. Final Clean up Begins 10 days prior to completion
  5. Total Time On-Site 75 days
- D. **Total Period Of Performance 275 days**
- E. Rainy Season Months December - May

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**3.02 PROPOSAL SCHEDULE:**

- A. Proposals shall be evaluated of a total fixed price. The proposal shall include labor, materials, overhead, profit, travel expenses and worker incidentals as a complete project.

**END OF SECTION**



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## SECTION 01022 - SITE PHOTOGRAPHS

**INFO:** These photographs are to provide supplemental existing condition information to the Contractor. This existing condition information is non-binding and is not part of the Contract Documents.





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**END OF SECTION**

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**SECTION 01535 – ROOF CONSTRUCTION SAFETY**

**PART ONE - GENERAL**

**1.01 SUMMARY**

- A. The Contractor is responsible and shall continue management and implementation of a safety and health program throughout construction.
- B. The Contracting Officer and the Embassy Post Occupational Safety and Health Officer [POSHO] reserve the right to suspend work when and where Contractor's safety and health program is considered to be operating in an inadequate or non-complying manner.

**1.02 REGULATIONS AND STANDARDS**

- A. Governing regulations: Latest edition of U.S. Army Corps of Engineers (COE) *Safety and Health Requirements Manual*, EM 385-1-1

**1.03 SUBMITTALS**

- A. Construction Accident Prevention Plan (CAPP) is a job site specific safety and health policy and program management document. Submit a CAPP to ensure safety of all persons at the site in event of an emergency.
- B. Management Commitment: Provide introductory policy statement signed by senior officers of design/build firm stating that implementation and management of the CAPP has full cooperation and support of management.
- C. The CAPP shall include the following:
  - 1. Statement of safety and health policy.
  - 2. Administrative responsibilities for implementing the plan.
  - 3. Identification of personnel responsible for accident prevention.
  - 4. Plans for hazard communication, and continued safety and health training.
  - 5. Provisions for inspections of work sites, materials, and equipment.
  - 6. Emergency response capabilities to minimize consequences of accidents.
  - 7. Public safety requirements.

**1.04 QUALITY ASSURANCE**

- A. Safety and Health Program Manager:
  - 1. Appoint a manager whose duties shall include effective implementation, coordination, and enforcement of CAPP.
  - 2. The manager shall be qualified to anticipate, identify, evaluate, and implement corrective action in relation to potential safety and health hazards and dangerous exposures for accident prevention.
  - 3. The manager shall meet with the POSHO and Embassy's Representative to discuss site specific safety and health issues.
- B. Inspections:
  - 1. Provide for frequent safety, health, and housekeeping inspections conducted by the Safety and Health Program Manager, temporary structures, fabrication shops, material, machinery and equipment.

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2. Quality Assurance Inspectors, as part of their QA responsibilities, shall conduct and document daily safety, health, and housekeeping inspections; and impose fines on the Safety and Health Program Manager by sending him to an Ethics and Morals for Safety Etiquette reeducation program for every infraction of the CAPP noted on the job site.
- C. Tool Box Meetings: Hold safety meetings once each week. Require attendance by all laborer, and supervisors; include those of separate contractors. Contractor shall consider the following check-list:
  1. Who is trained in CPR
  2. Location and level of local hospital services
  3. Do local doctors speak English
  4. Type of emergency vehicles and distances
  5. Are cell phones or radios available
  6. Level of embassy doctor or nurse services
  7. Family contact names and telephone numbers for all crew

**PART TWO - PRODUCTS**

**2.01 TOOLS, EQUIPMENT, AND MACHINERY**

- A. Quality: Hand tools, power tools, equipment, machinery, materials, and personal protective apparatus shall be of manufacture listed by U.S. or internationally recognized testing laboratory for specific application for which they are to be used. They shall be quality products recognized for professional construction use, applications, and work practices.
- B. Scaffolding: Shall be a standard tubular frame and clamp system manufactured and tested according to international standards. The Scaffold system shall include the scaffold manufacturers integrated access stairway sections, handrails, toe boards and walking platforms.
- C. Safe Clearance Procedure: Prior to initial use, and periodically thereafter at times of continued use, provide inspections of construction tools, equipment, and machinery. Do not permit continued use of tools, equipment, and machinery that are not in good condition.
- D. Fall Protection: On unprotected sides of the building edge provide workers with warning lines, guardrail, safety net or personal fall arrest systems or a combination of safety monitoring systems.
  - C. Hazardous work shall be brought to the attention of the QAI and POSHO prior to commencing the work.
    1. Hot Work: Includes all work that results in open flame such as welding, cutting, brazing, and burning. The Contractor shall provide effective fire protection and prevention at all times during such operations.
    2. Confined Space: Work in enclosed areas such as sewers, vaults, vessels, manholes, pits, etc.
    3. Internal Combustion: The use of cranes, forklifts, hoists, or generators powered by petroleum fuel when used on or near the building.

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**PART THREE - EXECUTION**

Not Used

**END OF SECTION**

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**SECTION 01700 - CONTRACT CLOSEOUT**

**PART ONE - GENERAL**

**1.01 GENERAL:**

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

**1.02 SUBSTANTIAL COMPLETION:**

- A. Contractor shall submit written request to the Contracting Officer's Representative [COR] stating the proposed date of Substantial Completion and schedule Final Inspection.
- B. Written certification shall include:
  - 1. Contract Documents have been reviewed.
  - 2. Project has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in presence of Owner's Representative and are operational.
  - 5. Project is complete and ready for final inspection.
- C. Quality Assurance Inspector or Embassy Facilities Manager will make a pre-inspection after notification. Should the work not be complete, they will issue an inspection list to Contractor with noted items requiring further consideration.

**1.03 FINAL INSPECTION:**

- A. Contracting Officer's Representative will make final inspection after notification from Contractor.
- B. Should COR consider Work complete in accordance with requirements of Contract Documents, he will request Contractor to begin Final Clean-up and Project Closeout submittals.
- C. Should COR consider Work not complete:
  - 1. Contractor shall take immediate steps to remedy the stated deficiencies and submit initialed inspection list to the COR certifying Work is complete.
  - 2. COR will re-inspect Work.

**1.04 REINSPECTING COSTS:**

- A. Should the Contracting Officer's Representative be required to perform subsequent inspections of the Work due to the failure of the Contractor to correct deficient work, the additional services will be deducted from the final payment to Contractor.

**1.05 WARRANTY/GUARANTEE:**

- A. Submit original and duplicate copies of both Contractor's Warranty and Manufacturer's Guarantee for review. After review, Contracting Officer's Representative shall approve final pay application upon receipt of both Contractor's Warranty and Manufacturer's Guarantee.

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**1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS:**

- A. Contractor's Release and Waiver of Liens:
  - 1. Contractor's Waiver of Liens.
  - 2. Separate waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with complete list of those parties.
  - 3. Consent of Surety
- B. All submittals shall be notarized and sealed before delivery to the COR.

**1.07 FINAL ADJUSTMENT OF ACCOUNTS:**

- A. Submit final statement of accounting to the COR.
- B. Statement shall reflect all adjustments.
  - 1. Original Contract Sum.
  - 2. Additions and Deductions resulting from:
    - a. Previous Change Orders.
    - b. Deductions for uncorrected Work.
    - c. Deductions for Reinspection Payments.
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.

**1.08 FINAL APPLICATION FOR PAYMENT:**

- A. The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The Contractor shall submit receipts for all allowance costs and reimbursable expenses incurred. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.
- B. Final payment will not be approved or released until receipt of proper close-out documents.
- C. All invoices shall include the contract and delivery order numbers and shall be mailed to the following address: OBO/RM/FM, U.S. Department of State, Washington, D.C. 20522- 0611

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION**

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**CONTRACTOR'S RELEASE**

PROJECT \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_ DATED BY \_\_\_\_\_ CONTRACT  
SUM \$ \_\_\_\_\_ DOLLARS  
CONTRACTOR NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_

Contractor hereby certifies that there are no outstanding obligations of the undersigned, the contracting firm, corporation, employee, dealer, subcontractor, or any others who would have standing against the property of the Government of the United States of America ("Government") under this contract.

In consideration of the sum stated above, upon payment of said sum to undersigned Contractor or assignees, the Government, its officers, agents, and employees are fully released and discharged of all obligations, liabilities, claims, and demands made under and arising from the contract, except:

1. Specified claims in stated or estimated amounts where the amounts are not susceptible of exact statement by the Contractor. If none, check this box ☐; if yes, please check this box ☐ and itemize on reverse.
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his/her indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under any provisions of the said contract relating to patents.

Contractor agrees, in connection with patent matters and with all claims which are not released as set forth above, that he/she will comply with all provisions of the said contract, including without limitation, those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_, 20\_\_\_\_.

CONTRACTOR

Notary Public:

My Commission Expires: \_\_\_\_\_ TITLE \_\_\_\_\_

*NOTE: In the case of a corporation as Contractor, Notarization is not required, but the certification below must be completed.*

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**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_ who signed said release on behalf of the Contractor was then \_\_\_\_\_ of said corporation, that said release was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.



**CONSULATE GENERAL RESIDENCE ROOF REPLACEMENT  
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**CONSENT OF SURETY**

PROJECT \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_ DATED BY \_\_\_\_\_  
CONTRACT SUM \$ \_\_\_\_\_ IN \_\_\_\_\_ DOLLARS  
CONTRACTOR NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_

The Surety (Co-sureties) consent/s to the foregoing contract modification and agree/s that its/their bond/s shall apply and extend to the contract as modified or amended.

INDIVIDUAL PRINCIPAL	NAME & ADDRESS OF PRINCIPAL	SIGNATURE	(Affix Seal)
		NAME	
	TITLE	DATE	
CORPORATE PRINCIPAL	NAME & ADDRESS OF PRINCIPAL	SIGNATURE	(Affix Seal)
		NAME	
	TITLE	DATE	

**CORPORATE / INDIVIDUAL SURETY (CO-SURETIES)**

The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g. attorney-in-fact) that signs the consent is not a member of the partnership, or joint

A Seal)	CORPORATE/INDIVIDUAL SURETY'S NAME & ADDRESS	PERSON EXECUTING CONSENT (SIGNATURE)	(Affix Seal)
		NAME	
	TITLE	DATE	
B Seal)	CORPORATE/INDIVIDUAL SURETY'S NAME & ADDRESS	PERSON EXECUTING CONSENT (SIGNATURE)	(Affix Seal)
		NAME	
	TITLE	DATE	
C	CORPORATE/INDIVIDUAL SURETY'S NAME & ADDRESS	PERSON EXECUTING CONSENT (SIGNATURE)	(Affix Seal)
		NAME	

venture, or an officer of the corporation involved, a Power-of-Authority or a Certificate of Corporate Principal must accompany the consent.

**CONSULATE GENERAL RESIDENCE ROOF REPLACEMENT  
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**SECTION 02072 - REMOVALS AND RENOVATION WORK**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Removal of existing modified bitumen roofing and sheet metal.
- B. Demolition of existing abandon chimney, upturned concrete or masonry beams in designated areas.
- C. Installation of masonry and wood nailer capped roof area dividers.
- D. Modification of existing roof penetrations, equipment supports or curbs, pitch pans, reglets, piping, and electrical service to provide proper flashing height and flashing detail.

**1.02 PROJECT CONDITIONS:**

- A. Environmental Requirements:
  - 1. Do not remove existing roofing and flashing in inclement weather or when rain is predicted with 30 percent possibility.
  - 2. When ambient temperature is below 15 degrees Celsius (60 degrees Fahrenheit), expose only enough cement and adhesive required within four hour period.
  - 3. Do not expose membrane and accessories to constant temperature in excess of 82 degrees Celsius (180 degrees Fahrenheit).
- B. Emergency Equipment: Maintain on-site materials necessary to apply emergency temporary seal in event of sudden storms or inclement weather.
- C. Smoking is prohibited in existing building.

**1.03 SEQUENCING AND SCHEDULING:**

- A. Sequence removals and renovation with sequence of new work to maintain facility in dry, watertight condition.
- B. Coordinate roof work so that no more existing items are removed in one day than can be replaced with new roofing work in same day.

**PART TWO - PRODUCTS**

**2.01 MATERIALS:**

- A. Wood Treatment: Pressure preservative treated in accordance with AWPAC2, C9 standards, Ground Contact using Chromated Copper Arsenate (CCA) at 0.1kg per 0.03cm (0.40 pounds per cubic foot) wood. Preservatives shall be compatible with roof membrane.
- B. Lumber (Members, Nailers, and Blocking):
  - 1. Standard Grade Fir or No. 2 Southern Yellow Pine bearing UL label. Size shall be appropriate for application, minimum 50mm (2-inch) (nominal) thickness.
  - 2. Complying with American Lumber Standards of manufacturer's association under whose rules lumber is produced. Marked with mill identification.
  - 3. Moisture Content: 19 percent maximum at time of installation.

**CONSULATE GENERAL RESIDENCE ROOF REPLACEMENT  
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- C. Fasteners:
  - 1. Concrete Substrate:
    - a. Fasteners for securing sheet metal items to concrete substrate shall be a pre-assembled drive anchor with a stainless steel drive screw, a lead/zinc alloy expansion anchor body (6mm [1/4-inch] diameter, 38mm [1-1/2-inch] length) and a stainless steel washer with integral rubber seal (1-1/8-inch diameter) such as "Zamac Hammer-Screw" as manufactured by Powers Rawl.
    - b. Fasteners for securing wood nailers to concrete substrate shall be sleeved stud expansion bolt, 13mm (1/2-inch) diameter (minimum), with 19mm (3/4-inch) diameter steel washer such as "Kwik Bolt II" by Hilti.
  - 2. Masonry Substrate:
    - a. Fasteners for securing wood to solid masonry shall be galvanized steel expansion anchor, 9mm (3/8-inch) diameter (minimum), with 19mm (3/4-inch) diameter steel washer such as "Countersunk Kwik Bolt II" by Hilti.
    - b. Fasteners for securing wood to hollow base masonry shall be 9mm (3/8-inch) diameter (minimum), threaded rod, with 9mm (3/4-inch) diameter washer, nut, and screen tube such as "HIT C-20 Adhesive Anchor" by Hilti.
    - c. Fasteners for securing sheet metal items to concrete substrate shall be a pre-assembled drive anchor with a stainless steel drive screw, a lead/zinc alloy expansion anchor body (6mm [1/4-inch] diameter, 38mm [1-1/2-inch] length) and a stainless steel washer with integral rubber seal (1-1/8-inch diameter) such as "Zamac Hammer-Screw".
- D. Rust Inhibitive Primer: 100 percent acrylic resin primer such as "Metalclad Interior- Exterior Acrylic Latex Flat Primer & Finish #41702", Devoe & Raynolds Co.
- E. Equipment Supports: Pre-manufactured supports constructed from 47mm by 47mm (1-7/8-inch by 1-7/8-inch) 12 gauge channel steel with rectangular support bases and steel angle supports. Provide threaded rod to connect supports such as "Type RTU-20" as manufactured by Portable Pipe Hangers, Houston, Texas (800/797-6585) or approved equal.
- F. Non-shrink Grout: Nonshrink, noncorrosive, grouting compound; CRD-C-621, Type D, such as "SonogROUT 10K", Sonneborn Building Products, or approved equal.
- G. Masonry Materials:
  - 1. Mortar Materials: Pre-mixed masonry mortar, Type S, ASTM C270.
  - 2. Water: Clean, free of oil, acids, alkalis, and organic matter.
  - 3. Masonry Units: Concrete Masonry Units, ASTM C90, normal weight or medium weight, 11.7MPa (1,700 psi) compressive strength.
  - 4. Clay Masonry Units: Standard shape, size, color, texture, and material to match existing masonry construction; ASTM C216, Grade SW.
  - 5. Mortar Mixes:
    - a. Measurement and Mixing:
      - 1) Measure cementitious and aggregate materials in dry condition by volume or equivalent weight.
      - 2) Do not measure by shovel; use known measure.
      - 3) Mix materials in clean mechanical batch mixer.

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- b. Mixing Repair Mortar:
  - 1) Thoroughly mix cementitious and aggregate materials together before adding water.
  - 2) Mix again adding only enough water to produce damp, unworkable mix which will form when pressed into ball.
  - 3) Maintain mortar in this dampened condition for one to two hours.
  - 4) Add remaining water in small portions until mortar of desired consistency is reached.
  - 5) Use mortar within thirty minutes of final mixing.
  - 6) Do not retemper or use partially hardened material.
- c. Admixtures: Do not use admixtures in mortar.

### **PART THREE - EXECUTION**

#### **3.01 EXAMINATION:**

- A. Examine existing building and existing roofing to determine existing physical conditions that affect removal of existing roofing and installation of new roofing.
- B. Verify that required barricades and other protective measures are in place.

#### **3.02 PREPARATION:**

- A. Take measures to maintain watertight conditions during term of Contract.
- B. Install interior protection and dust partitions where deck penetrations shall be removed or replaced.

#### **3.03 REMOVAL OPERATIONS:**

- A. Execute demolition in careful and orderly manner with least possible disturbance or damage to adjoining surfaces and structure.
- B. Avoid excessive vibrations in demolition procedures that would be transmitted through existing structure and finish materials.
- C. Roof Removal:
  - 1. Only remove as much existing roofing in day that new replacement roofing can be installed on the same day.
  - 2. Remove existing roofing, and flashings; abandoned and obsolete equipment; pitch pans, vents, curbs, and other such items; and sheet metal down to roof deck.
  - 3. Do not stockpile debris on roof surface. Promptly dispose of obsolete equipment and debris at authorized disposal site each day. Use chutes to transfer debris from roof surface to dumpsters.
  - 4. Provide protective method, such as plywood set on minimum 25mm (1-inch) EPS insulation, when hauling debris over existing roof membrane.

#### **3.04 RENOVATION WORK:**

- A. Prepare substrates in accordance with roofing manufacturer's recommendations.
- B. Concrete Decking:
  - 1. Perform repairs to concrete deck in accordance with patching material manufacturer's recommendations.
  - 2. Apply rust inhibitor to exposed rebar.

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3. Remove loose and defective concrete.
  4. Patch spalled areas and exposed rebar areas with non-shrink grout.
  5. Trowel smooth the properly placed grout.
  6. Seal cracks and/or joints in concrete deck with modified bitumen membrane prior to installation of new roof materials.
  7. Cover holes or openings 300mm (12-inches) in diameter or smaller with a plate of 18 gauge sheet metal. Extend plate minimum 100mm (4-inches) beyond edge of hole and onto adjacent unaffected rib. Holes or openings greater than 12-inches by 12-inches (300mm by 300mm), frame opening with 2X wood nailers with intermediate spanning members spaced 16-inches (400mm) on-center. Install plywood flush with top of deck. Provide finish on bottom side of opening to match adjacent finish in exposed areas.
- C. Nailers:
1. Replace damaged or deteriorated wood nailers and curbs with new nailers and curbs. Install new nailers on all copings and dividing walls.
  2. Clean and prepare existing surfaces to receive wood nailers and curbs.
  3. Install wood nailers and curbs continuously with 6mm (1/4-inch) gap between each section. Set level and true. Pre-drill nailers prior to attachment.
  4. Securely fasten to structure with appropriate fasteners to resist minimum 780N per 300mm (175 pounds per linear foot) force in any direction. Use of powder-actuated fasteners is prohibited. Place a fastener within 75mm (3-inches) of each end of each section of wood blocking.
  5. Secure nailers to concrete deck with appropriate fasteners spaced 600mm (24-inches) on-center.
  6. Secure nailers to wood substrate using nails 600mm (24-inches) on-center, staggered. Install nails on an angle.
  7. Secure nailers with self-tapping steel fastener to steel angle, bar joist, or bulb-T if adequate substrate is not present.
  8. If attaching wood nailer to vertical masonry wall, utilize appropriate anchors spaced 300mm (12-inches) on-center.
  9. Reduce fastener spacing 50 percent at a distance of 3m (10 feet) from each corner of roof.
- D. Equipment and Curb Renovation:
1. Remove, retain, and reinstall existing equipment to facilitate new flashing.
  2. Securely fasten equipment on new support and divider walls after new flashing is installed.
  3. Parapet wall and dividing wall flashing height shall be 200mm (8-inches) minimum above newly finished roof surface.
- E. Rooftop Equipment:
1. Move and elevate rooftop equipment as required to install roofing materials.
  2. When units or equipment are to be moved, disconnect and move to protected area to prevent damage to parts or components. Reset and reconnect at Contractor's expense.
- F. Chimney to be Removed:
1. Demolish masonry and concrete chimney to deck elevation. Remove masonry, concrete and reinforcing steel utilizing appropriate equipment (i.e. jackhammers, saws, etc.).
- G. Solar Hot Water Lines: Raise and reroute existing water lines and supports as required.

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Provide positive drainage of piping. Reinstall existing and install new water lines at existing or new points of connection.

- H. Piping and Conduit Modifications:
  - 1. Schedule piping and unit downtime for equipment modifications to coordinate with Embassy's operations. Switchover time shall be limited to meet Embassy's requirements.
  - 2. Replace existing supports for units and associated piping with new supports.
  - 3. Provide temporary supports to maintain unit and piping in operational condition except during switchover.
  - 4. Furnish new fittings, piping, and accessories to match existing to replace deteriorated, damaged, or non-functional components or to accommodate new unit elevation, where necessary.
- I. Piping Supports:
  - 1. Furnish and install new supports for piping (conduit, gas, water, condensate, etc.).
  - 2. Install supports at maximum spacing of 3m (10 feet) on-center and within 600mm (2 feet) of changes in plane or direction. Space supports for piping 250mm (10-inches) in diameter or larger and multiple pipes 2.4m (8 feet) on-center.
  - 3. Install over new concrete pavers.
- J. Plumbing Vents:
  - 1. Extend plumbing vents or modify as necessary to accommodate new roof installation.
  - 2. Provide pipe extensions and couplings where necessary to achieve minimum 200mm (8-inch) height above top of newly finished roof surface.
  - 3. Utilize same material type and size as existing for new extension.
- K. Masonry Dividing Wall Installation:
  - 1. Install masonry at perimeters of roof changes in elevation.
  - 2. Fit masonry into bonding pattern required. If cutting is required, use motor driven saw designed to cut masonry with clean, sharp, unchipped edges.
  - 3. Install new 12mm (1/2-inch) diameter steel dowels in concrete deck at 400mm (16-inches) on-center, or at alternating open cells in CMU or brick joints.
  - 4. Lay masonry with completed filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet masonry using wetting methods that ensure units are nearly saturated but surface dry when laid.
  - 5. Tool exposed mortar joints flush. Maintain joint widths.
  - 6. Fill open cells with grout flush with top of concrete masonry units.

### **3.05 CLEANING:**

- A. Materials, equipment, and debris resulting from demolition operations shall become property of Contractor. Remove and dispose of demolition debris in accordance with applicable city, state, and federal laws at authorized disposal site.
- B. Leave substrate clean and dry, ready to receive roofing system.

**END OF SECTION**

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**SECTION 07525 - PROTECTED MEMBRANE ROOFING ASSEMBLY**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Installation of new two-ply APP modified bitumen roof system and related flashings in a Protected Membrane Roof assembly [PMR] over concrete deck.
- B. Installation of new slip sheet, drainage course, filter fabric, and concrete pavers over modified bitumen roof area.

**1.02 RELATED SECTIONS:**

- A. 02072 - Minor Demolition and Renovation Work.
- B. 07530 - Plaza Deck Membrane Roofing
- C. 07600 - Sheet Metal Flashing and Trim for Roofing.

**1.03 REFERENCES:**

- A. American Society for Testing and Materials (ASTM).

**1.04 SUBMITTALS:**

- A. Product Data: For each type of product indicated.
- B. Samples:
  - 1. Smooth membrane and Mineral-granule-surfaced membrane sheets.
  - 3. Drainage Course
  - 4. Filter Fabric
  - 5. Paver
- C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified.
- D. Warranties.
- E. Obtain written approval from the manufacturer for any materials not manufactured or provided by manufacturer stating that materials are acceptable and are compatible with other materials and systems required.

**1.05 QUALITY ASSURANCE:**

- A. Application:
  - 1. Approved by manufacturer of accepted roofing system.
  - 2. A single applicator with a minimum of five years previous successful experience in installations of similar systems.
- B. Regulatory Requirements:
  - 1. Federal regulations, safety standards, and codes mandated in the United States.
  - 2. Products Manufactured in Countries Outside of United States: Products shall be approved by governing/sanctioning entity for country in which project is located and/or product is manufactured.
  - 3. Classified by Underwriters' Laboratories, Inc. as a Class A roof covering
  - 4. Classified by Factory Mutual Engineering as a Class I, 1-60 approved assembly
  - 5. Install in accordance with manufacturer's current published application procedures of the National Roofing Contractors Association.

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- C. Make no deviations from this Specification or the approved shop drawings without prior written approval of COR and roof membrane manufacturer.
- D. Perform entire work of this Section in accordance with the best standards of practice relating to the trades involved.

**1.06 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Store materials in accordance with manufacturer's recommendations. Store rolled goods up on roll ends on clean raised platforms. Store other materials in dry area, protected from water and direct sunlight, and maintain at a temperature of 16 to 27 degrees Celsius (60 to 80 degrees Fahrenheit).
- C. Provide continuous protection of materials against deterioration.
- D. Materials Stored on Roof Levels for Immediate Use:
  - 1. Distribute to prevent concentrated loads that would impose excessive strain on deck or structural members.
  - 2. Positively secure to prevent displacement by wind.
  - 3. Cover with plastic sheeting for protection from exposure.

**1.07 PROJECT CONDITIONS:**

- A. Existing Conditions: Examine existing building and existing roofing and decking to determine physical conditions that affect removal of existing roofing and installation of new roofing and decking.
- B. Environmental Requirements:
  - 1. Apply roofing in dry weather.
  - 2. Do not expose membrane and accessories to a constant temperature in excess of 82 degrees Celsius (180 degrees Fahrenheit).
- C. Protection:
  - 1. Provide special protection or avoid heavy traffic on completed work when ambient temperature is above 26 degrees Celsius (80 degrees Fahrenheit).
  - 2. Restore to original condition or replace work or materials damaged during handling of roofing materials.
- D. Emergency Equipment: Maintain on-site equipment necessary to apply emergency temporary edge seal in the event of sudden storms or inclement weather.
- E. A minimum of two fully charged 9.072 kg (20-pounds) dry chemical fire extinguishers in separate, easily accessible torch work locations at all times.

**1.08 SEQUENCING AND SCHEDULING:**

- A. Do not install more roofing in one day than can be night sealed with roofing and flashing in the same day.

**1.09 WARRANTY:**

- A. Roofing Material Manufacturer's Ten Year Warranty: Install in such a manner that the roof system manufacturer will furnish a written warranty agreeing to replace/repair defective materials, including leakage of water, abnormal aging or deterioration of materials, and other failures of the materials to perform as required within warranty period.
- B. Contractor's Five Year Workmanship Warranty: In addition, furnish a written warranty agreeing to repair/replace defective installation and workmanship labor causing leakage



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of water, deterioration of materials, and other failures of the installed system, sealants, painting, coatings, and related work on this project, to perform as required within the warranty period.

**PART TWO - PRODUCTS**

**2.01 MANUFACTURER:**

- A. Acceptable Roofing Manufacturers:
  - 1. Firestone Building Products Company.
  - 2. GAF Materials Corporation.
  - 3. Polyglass USA, Inc.
  - 4. Or approved equal.

**2.02 SHEET MATERIALS:**

- A. Membrane Base Ply: Smooth surfaced, polyester or fiberglass reinforced, torch-applied APP modified bitumen sheet.
  - 1. "APP170" by Firestone
  - 2. "Ruberoid Torch Smooth" by GAF
  - 3. "PolyFlex" by PolyGlass.
- B. Membrane Top Ply: Smooth-surfaced, polyester or fiberglass reinforced, torch-grade, APP modified bitumen sheet.
  - 1. "APP170" by Firestone
  - 2. "Ruberoid Torch Smooth" by GAF
  - 3. "PolyFlex" by PolyGlass.
- C. Base Flashings: Base Ply/Strip-in: Smooth-surfaced torch-grade, APP sheet
  - 1. "APP170" by Firestone
  - 2. "Ruberoid Torch Smooth" by GAF
  - 3. "PolyFlex" by PolyGlass.
- D. Base Flashing: Top Ply: Granule-surfaced torch grade, polyester or fiberglass reinforced APP modified bitumen sheet, white in color.
  - 1. "APP 180 FR" by Firestone,
  - 2. "Ruberoid Torch FR" by GAF,
  - 3. "PolyFlex G FR" by PolyGlass,

**2.03 RELATED MATERIALS:**

- A. Cementitious Cant: Quick-set cementitious non-shrink, non-metallic grout installed in "dry pack" to form cants.
  - 1. "SonogROUT 10K" by Sonneborn.
- B. Termination Bar: 3mm (1/8-inch) thick, 25mm (1-inch) wide extruded aluminum bar with flat profile, factory punched oval holes 6mm by 9mm (1/4-inch by 3/8-inch) spaced at 150mm (6-inches) on-center, such as "TB 125" by The TruFast Corp. or "Heavy Flat Bar" by Olympic.
- C. Asphalt Primer: ASTM D 41.
- D. Edge Sealant: Rubberized asphaltic plastic roof cement that is gun-grade version for sealing top edges of base flashings and terminations of cap sheet.
  - 1. "Elastomastic 209" by Henry Co.
  - 2. "Ruberoid" by GAF
  - 3. "BlackJack 1010" by Gardner-Gibson

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- E. Elastomeric Plastic Roof Cement: Rubberized plastic roof cement/adhesive that is trowel-grade; to be used for temporary seals of flashings and three coursing of seams and cuts in modified bitumen sheets.
  - 1. "Ruberoid" by GAF,
  - 2. "MBR Utility Cement" by Johns Manville
  - 3. "MB Gold Elastomeric Flashing Cement" by Monsey
  - 4. "PA-1021" by Siplast,

### **2.04 PROTECTED MEMBRANE MATERIALS:**

- A. Slip Sheet: 0.5mm (20 mil) polyethylene sheeting, clear or black in color.
- B. Prefabricated Drainage Course: A composite system consisting of a three-dimensional, crush-proof, drainage polymeric dimpled core and a non-woven filter fabric bonded to the core dimples, and a polymeric protective film adhered to the back of dimpled core.
  - 1. "Miradrain 6200" by Mirafi Moisture Protection Products
  - 2. "J-Drain 420" by JDR Enterprises
  - 3. "Ameridrain 500" by American Wick Drain Corp.
- C. Loose Laid Insulation: Extruded polystyrene foam board, 24 to 26 kg/m<sup>3</sup> density, 276 kN/m<sup>2</sup> (40 psi) compressive strength, ASTM C-578-85, 600mm by 2,400mm (24-inch by 96-inch) sized boards with tongue and groove channels alongside edges of panels. Two layers of 100mm (4 inch) insulation.
  - 1. "Styrofoam Roofmate" by Dow Chemical Co.
  - 2. DiversiFoam Products.
  - 3. Owens Corning.
  - 4. Tenneco Building Products.
- D. Filter Fabric: Non-woven polyester filter fabric, weight 140 g/m<sup>2</sup>, white color, UV stable.
  - 1. "Typan" by Dupont
  - 2. "Poly Separation Layer" by GAF.
- E. Precast Concrete Paver Ballast:
  - 1. Nominal size 300mm by 300mm by 50mm (12-inch by 12-inch by 2-inch).
  - 2. Compressive strength of 20,670 kN/m<sup>2</sup> (3000 psi).
  - 3. Non-skid top finish free of voids, smooth bottom finish with beveled or rounded bottom edges and corners free of fins and projections.
  - 4. Natural concrete color (suave grey).

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION OF SURFACES:**

- A. Contractor shall examine the substrate, roof deck, and related surfaces and verify that there are no conditions such as inadequate anchorage, foreign materials, moisture, ridges, or other conditions, which would prevent the satisfactory installation of the roofing system.
- B. Correct or complete any condition requiring correction or completion prior to the installation of the roofing system. Notify COR in writing of unacceptable conditions.

### **3.02 PREPARATION:**

- A. Do not stockpile debris on roof surface.
- B. Promptly remove debris each day. Use hoist or chute to transfer debris from roof surface to disposal container.

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- C. Cleaning:
  - 1. Verify that debris has been completely removed.
  - 2. Broom clean concrete deck immediately prior to roofing application.

**3.03 MEMBRANE APPLICATION:**

- A. Prior to roof membrane installation, seal all openings, projections, and penetrations in the substrate to prevent bitumen migration into the building. Correct damage to the building or interior components caused by bitumen migration at Contractor's own expense.
- B. Membrane Installation-General:
  - 1. Apply roofing in accordance with roofing system manufacturer's instructions and the following requirements. Application of roofing shall immediately follow application of base sheet as a continuous operation.
  - 2. Aesthetic Considerations: The overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, apply specified materials, and exercise care to ensure a finished application.
  - 3. Form cementitious cants on top of substrate at walls and curbs prior to application of roofing. Mix and install cementitious material in accordance with manufacturer's recommendations. Install cants to form transition from horizontal to vertical substrates and continuous at corners.
  - 4. Priming: Prime concrete, and masonry surfaces, top and bottom of metal substrates, flanges, and appurtenances with a uniform coating of asphalt primer, at a nominal rate of 0.41 l/m<sup>2</sup> (one gallon per 100 square feet).
  - 5. Roofing Application: Lay all layers of roofing free of wrinkles, creases, or fishmouths. Exert sufficient pressure on the roll during application to ensure prevention of air pockets.
  - 6. Lay layers of roofing perpendicular or parallel to the slope of the deck as recommended by manufacturer.
- C. Membrane Base Ply Application:
  - 1. Allow sheets to relax prior to application. Maximum length of sheet shall be 5 meters (15 feet).
  - 2. Beginning at the low point of the roof, only covering half the drain, fully adhere the modified bitumen sheet to the substrate. Maintain a steady torching technique to ensure that the entire bottom surface of the sheet achieves the proper temperature for adhesion. Keep the roll in close proximity to the torch technician. Exert sufficient pressure on roll during application.
  - 3. Apply heat evenly across the face and full width of the roll while unrolling roll uniformly with an even downward pressure. Apply torch flame to roll until the bitumen back coating reaches the design application temperature, resulting in melting of the burn-off film, a glossy appearance of the back coating, and a 6mm (1/4-inch) to 13mm (1/2-inch) bitumen flow from edge of sheet.
  - 4. Provide a minimum of 75mm (3-inch) side laps and 150mm (6-inch) end laps. Stagger end laps of adjacent sheets of membrane base ply a minimum of 1m (3 feet). Extend field sheet of membrane base ply to top edge of cant.
  - 5. Align side lap of base ply over mid-point or center of roof drain.
  - 6. Complete membrane base ply application over respective roof area prior to application of membrane top ply. Apply additional ply of membrane base ply in low areas or areas that may be subjected to ponding water.

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7. Apply a patch over areas of membrane with areas of physical damage or other defects. Patch shall be the full width of membrane base ply and extend a minimum of 50mm (2-inches) beyond the defect in each direction.
8. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
- D. Metal Flange Flashing (Pitch Pans, Metal Edge, Pipe Boxes, Vent Stacks, etc.):
  1. Prime top and bottom of metal flanges and components completely and allow to dry prior to installation.
  2. After membrane base ply has been applied, install metal flange flashings. Strip- in flange/metal with strips of base flashing (base ply) extending a minimum of 100mm (4-inches) beyond edge of flange/metal.
- E. Base Flashing Application - Base Ply:
  1. Install and complete application of base ply of flashing each day the base ply of membrane is installed.
  2. Install first ply of base flashing extending horizontally 100mm (4-inches) beyond edge of cant or flange and vertically 100mm (4-inches), minimum above the top of the cant.
  3. Length of base flashings shall be maximum 2m (6-feet). Lap ends of base flashings 100mm (4-inches), minimum. Seal top edge of base flashing on a daily basis with a continuous troweling of elastomeric roof cement.
  4. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
- F. Membrane Application - Top Ply:
  1. Unroll sheet and cut into 5m (15-feet) lengths. Lay cut sections of sheet down to allow sheet to relax prior to application. Just prior to application, re-roll "relaxed" sheet using cardboard insert provided with roll.
  2. Beginning at the low point of the roof, align top ply centered over roof drain openings, fully adhere membrane top ply to membrane base ply and have a minimum of 75mm (3-inch) side laps or width of selvage edge and 150mm (6-inch) end laps. Extend membrane top ply to top edge of cant. Apply each sheet directly behind torch technician. Stagger side laps of top ply a minimum of 300mm (12-inches) from side laps of base ply.
  3. Apply heat evenly across the face and full width of the roll while unrolling roll uniformly with an even downward pressure. Apply torch flame to roll until the bitumen back coating reaches the design application temperature, resulting in melting of the burn-off film, a glossy appearance of the back coating, and an approximate 6mm (1/4-inch) to 13mm (1/2-inch) bitumen flow from edge of sheet.
  4. While installing membrane top ply, provide proper protection or method during application to prevent burning or charring on the surfacing of previously installed sheet.
  5. During end lap application, trim the inside corner along the selvage edge of the underlying sheet at the end of the roll. The trimmed area shall be the width of the selvage edge and extend downward from the end of the roll to the outer side of the roll on a linear direction approximately 138mm (5-1/2-inches) from end of roll. Trim outside corner of membrane top ply at end laps to provide rounded finished corner.
  6. Install membrane top ply so that end laps of every other sheet are aligned.
  7. Apply membrane top ply and terminate at the rise at all metal components.

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Apply a continuous bead of edge sealant or molten modified bitumen compound along edge terminations of modified bitumen sheet (i.e. flashing flanges, exhaust vents, metal edge, etc.). Bead of edge sealant shall match height of top surfacing and shall be "canted" to shed water.

8. Field Patches:
  - a. Apply a patch over areas of membrane with displaced top bitumen coating or other defects.
  - b. Patch shall be the full width of membrane top ply and extend a minimum of 50mm (2-inches) beyond the defect in each direction.
  - c. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
- G. Base Flashing Application - Top Ply:
  1. Apply top ply of flashings only after membrane top ply is in place.
  2. "Torch de-granulate" or prime granulated surfaces of flashings to receive flashing. Pre-heat the subject area of the underlying granule-surfaced sheet so that granules can be "depressed" or sunk into the compound and the bitumen compound exudes up through the granules to result in a bituminous material- to-bituminous material contact. Prime granulated surfaces with a uniform coating of asphalt primer. Permit primer to dry prior to application of modified bitumen membrane flashing.
  3. Cut modified bitumen flashing membrane to extend a minimum of 100mm (4-inches) above the top of the membrane top ply covering the cant. The overall minimum height of the top of the flashing membrane above the top of the finished paver surface is 200mm (8-inches).
  4. Extend the flashing membrane horizontally 100mm (4-inches) onto the field of the roof surface beyond the bottom edge of the cant strip.
  5. Cut flashing from roll using selva edge as lap seam for adjacent sheets resulting in sheet lengths of nominal 1m (3 feet). Lap ends a minimum of 100mm (4-inches) and stagger laps from laps of underlying plies.
  6. Fully adhere and conform top ply of flashing to substrate. Extend bleed-out of applied base flashing a minimum of 13mm (1/2-inch) beyond the side or end lap. "Broom-in" the flashing ply immediately upon installation using a damp sponge mop. Coat bleed-out on granulated sheets with granules to match finish surfacing.
  7. Mechanically attach top edge of modified bitumen membrane flashing with appropriate fasteners and termination bar. Fastener spacing shall be 150mm (6-inches) on-center.
  8. Three-coursing at vertical seams and termination bars:
    - a. Utilize masking or duct tape to create vertical and horizontal straight edge of three-coursing.
    - b. Apply elastomeric plastic roof cement embedded with reinforcing fabric at vertical lap seams and horizontal termination bars.
    - c. Apply final coat of elastomeric roof cement.
    - d. After application of three-coursing, remove tape.
    - e. Embed granules into plastic cement, in any exposed areas of three- coursing immediately after application, to achieve uniform base flashing color.
  9. Curbs: For curbs with non-removable hoods/covers/units, extend flashing to full height of curb and apply three-coursing. For curbs with removable

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hoods/covers/units, wrap flashing sheet over top of curb and secure to top or inside of curb with angle termination bar and appropriate fasteners spaced 150mm (6-inches) on-center.

10. Apply a boot or oval section of modified bitumen sheet over outside corners of curb flashings to conceal cuts in flashing material at corner laps.
  11. Install flashing sheets on adjoining perpendicular sides (outside corners) of curbs or walls so that outside corners of flashing sheet align and are rounded.
- H. Metal Flange Flashing (Scuppers):
1. Prime top and bottom of metal flanges completely and allow to dry prior to installation.
  2. After membrane base ply has been applied, install metal flange according to Section 07620 - Sheet Metal Flashing and Trim. Strip-in flange with strips of base flashing (base ply) extending a minimum of 100mm (4-inches) beyond edge of flange.
  3. Apply membrane top ply and terminate at the rise in the metal component.
  4. Apply a target around penetrations or utilize flashing method to conceal cuts in the membrane top ply.
  5. Apply a continuous bead of edge sealant along edge terminations of modified bitumen sheet (i.e. flashing flanges, exhaust vents, metal edge, etc.). Bead of edge sealant shall be "canted" to shed water.
- I. Daily Seal:
1. Install temporary night seal at completion of each day's work and remove upon resumption of work.
  2. Ensure that water does not flow beneath any completed sections of the membrane system. This will include completion of all flashings, terminations, and daily seals. When possible, install starting at the highest point of the project area, working to the lowest point.
  3. Seal membrane edge with continuous troweling of plastic roof cement. Caution must be exercised to ensure that membrane is not temporarily sealed near drainage medium in such a way to promote water migration below the membrane or impede drainage.
  4. Install primary night seal beneath daily night seal in such a manner to seal new roof system to roof deck to prevent moisture migration from either new roof or exposed concrete deck.
  5. Install daily night seals by extending the new roof membrane beyond the insulation and sealing to the existing roof surface using plastic cement.
  6. When work is resumed, remove and dispose of membrane where cement or other sealants were previously applied before resuming installation.
- J. Insulation Filler: Install compressible fiberglass insulation at openings in deck at penetrations, perimeters, and/or curbs.

### **3.04 PROTECTED MEMBRANE ASSEMBLY:**

- A. Separator Sheet;
1. Install plastic sheeting with seams lapped for drainage.
  2. Beginning at the low point of the roof, loose lay separator sheet and have a minimum of 150mm (6-inch) side laps and 150mm (6-inch) end laps.
- B. Prefabricated Drainage Course:
1. Install drainage course in accordance with the manufacturer's recommendations.

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2. Layout and position drainage course and allow to lay flat. Cut and fit drainage course to perimeter and penetrations. If drainage layer to be installed has polymeric sheet on bottom side, installation of the separator sheet on top of membrane is not required.
  3. Overlap adjacent panels at ends and sides so laps of both the core and fabric are in the direction of flow of water.
  4. Connect adjacent panels along longitudinal side utilizing the flangeless and flanged edges of adjoining panels. Connect ends of adjoining panels by interlocking two rows of dimples of both panels.
  5. Expose two rows of dimpled core by pulling the filter fabric back at panel end. Place the end of the next two panels over the two rows of dimples and interlock.
  6. Overlap edges of filter fabric material of adjacent drainage panels a minimum of 225mm (9-inches) along longitudinal edge and 75mm (3-inches) along ends.
  7. Wrap drain assemblies with strip of drainage course material and secure with adjustable tie.
  8. Wrap exposed edges of drainage course material with filter fabric.
  9. Place subsequent topping materials as soon as possible.
- C. Filter Fabric and Paver:
1. Once the drainage course and insulation have been placed over the entire area, install a single ply of the specified filter fabric, lapping each sheet not less than 150mm (6-inches) over the preceding sheet.
  2. Extend the fabric 50mm (2-inches) to 75mm (3-inches) over the end of the insulation board at penetrations and the perimeters.
  3. Fabric should be extended up to the base of the scuppers and drains, but should not cover the scupper/drain or in any way restrict the flow of water.
  4. Install concrete pavers over filter fabric over the entire roof area staggering every other row. Cut pavers with masonry saw and place as necessary. End pavers shall not extend half paver width.

### **3.05 FIELD QUALITY CONTROL:**

- A. Inspections:
1. During installation, provide for one on-site inspection by a technical representative of roof membrane manufacturer.
  2. Upon completion of installation, provide a final inspection by a technical representative of roof membrane manufacturer to confirm that roofing system has been installed in accordance with manufacturer's requirements.

### **3.06 CLEANING:**

- A. Remove debris, adhesives, and sealants from surfaces.
- B. Remove debris and material waste from Project site.
- C. Remove bituminous deposits and/or stains from exposed/visible finishes on building, equipment, and/or appurtenances.

## **END OF SECTION**

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**SECTION 07530 - PLAZA DECK MEMBRANE ROOFING**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Installation of new two-ply APP modified bitumen roof system and related flashings in a Plaza Deck Roof assembly [PDR] over concrete deck.
- B. Installation of new slip sheet, drainage course, mortar setting bed, and ceramic tiles over modified bitumen roof area.

**1.02 RELATED SECTIONS:**

- A. 02072 - Minor Demolition and Renovation Work.
- B. 07525 - Protected Membrane Roofing Assembly
- C. 07600 - Sheet Metal Flashing and Trim.

**1.03 REFERENCES:**

- A. American Society for Testing and Materials (ASTM).

**1.04 SUBMITTALS:**

- A. Product Data: Refer to Section 07525 for each type of product indicated.
- B. Obtain written approval from the manufacturer for any materials not manufactured or provided by manufacturer stating that materials are acceptable and are compatible with other materials and systems required.

**1.05 QUALITY ASSURANCE:**

- A. Application and Regulatory Requirements: Refer to Section 07525 for each type of product indicated.

**1.06 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Store materials in accordance with manufacturer's recommendations. Store rolled goods on clean raised platforms. Store other materials in dry area, protected from water and direct sunlight, and maintain at a temperature of 60 to 80 degrees Fahrenheit (16 to 27 degrees Celsius).
- C. Provide continuous protection of materials against deterioration.
- D. Materials Stored on Roof Levels for Immediate Use:
  - 1. Distribute to prevent concentrated loads that would impose excessive strain on deck or structural members.
  - 2. Positively secure to prevent displacement by wind.
  - 3. Cover with plastic sheeting for protection from exposure.

**1.06 PROJECT CONDITIONS:**

- A. Existing Conditions: Examine existing building and existing roofing and decking to determine physical conditions that affect removal of existing roofing and installation of new roofing and decking.



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- B. Environmental Requirements, Protection, and Emergency Equipment: Refer to Section 07525 for each type of product indicated.

### **1.07 SEQUENCING AND SCHEDULING:**

- A. Do not remove more existing roofing in one day than can be replaced with new roofing and flashing in same day.

### **1.08 WARRANTY:**

- A. Roofing Material Manufacturer's Ten-year Warranty and Contractor's Five-year Warranty: Refer to Section 07525 for each type of product indicated.

## **PART TWO - PRODUCTS**

### **2.01 MANUFACTURER:**

- A. Acceptable Roofing Manufacturers:
  - 1. Firestone Building Products Company.
  - 2. GAF Materials Corporation.
  - 3. Polyglass USA, Inc.
  - 4. Or approved equal.

### **2.02 SHEET MATERIALS:**

- A. Membrane Base Ply: Smooth surfaced, polyester or fiberglass reinforced, torch-applied APP modified bitumen sheet, minimum thickness 3.8 mm.
  - 1. "APP170" by Firestone
  - 2. "Ruberoid Torch Smooth" by GAF
  - 3. "PolyFlex" by PolyGlass.
- B. Plaza Deck Membrane Top Ply: Smooth-surfaced, polyester or fiberglass reinforced, torch-grade, APP modified bitumen sheet, minimum thickness 3.8 mm.
  - 1. "APP170" by Firestone
  - 2. "Ruberoid Torch Smooth" by GAF
  - 3. "PolyFlex" by PolyGlass.
- C. Exposed Membrane Top Ply: Granule-surfaced torch grade, polyester or fiberglass reinforced APP/SBS modified bitumen sheet, minimum thickness 4.1 mm, white in color.
  - 1. "APP 180 FR" by Firestone,
  - 2. "Ruberoid Torch FR" by GAF,
  - 3. "PolyFlex G FR" by PolyGlass
- D. Base Flashings: Base Ply/Strip-in: Smooth-surfaced torch-grade, APP modified bitumen sheet, minimum thickness 3.8 mm.
  - 1. "APP170" by Firestone
  - 2. "Ruberoid Torch Smooth" by GAF
  - 3. "PolyFlex" by PolyGlass.
- E. Exposed Base Flashing: Top Ply: Granule-surfaced torch grade, polyester or fiberglass reinforced APP modified bitumen sheet, minimum thickness 4.1 mm, white in color.
  - 1. "APP 180 FR" by Firestone,
  - 2. "Ruberoid Torch FR" by GAF,
  - 3. "PolyFlex G FR" by PolyGlass

**2.03 RELATED MATERIALS:**

- A. Termination Bar: 3mm (1/8-inch) thick, 25mm (1-inch) wide extruded aluminum bar with flat profile, factory punched oval holes (6mm by 9mm [1/4-inch by 3/8-inch]) spaced 150mm (6-inches) on-center, such as "TB 125" by The TruFast Corp. or "Heavy Flat Bar" by Olympic.
- B. Asphalt Primer: ASTM D 41.
- C. Edge Sealant: Rubberized asphaltic plastic roof cement that is gun-grade version for sealing top edges of base flashings and terminations of cap sheet such as "Elastomastic 209" by Henry Co., "Ruberoid" by GAF, or "BlackJack 1010" by Gibson Homas.
- D. Elastomeric Plastic Roof Cement: Rubberized plastic roof cement/adhesive such as "Ruberoid" by GAF, "MBR Utility Cement" by Johns Manville, or "MB Gold MB Elastomeric Flashing Cement" by Monsey to be used for temporary seals of felt flashings and three coursing of seams and cuts in modified bitumen sheets.

**2.05 EXTERIOR PLAZA DECK MATERIALS:**

- A. Slip Sheet: 0.5mm (20 mil) polyethylene sheeting, clear or black in color.
- B. Prefabricated Drainage Course: A composite system consisting of a three-dimensional, crush-proof, drainage polymeric dimpled core and a non-woven filter fabric bonded to the core dimples, and a polymeric protective film adhered to the back of dimpled core.
  - 1. "Miradrain 6200" by Mirafi Moisture Protection Products
  - 2. "J-Drain 420" by JDR Enterprises
  - 3. "Ameridrain 500" by American Wick Drain Corp.
- C. Setting Bed & Bond Coat: Portland Cement Mortar: ANSI A108.1. 30mm minimum to 75 mm bed thickness
- D. Reinforcing: ASTM A185 Cold Drawn Steel Welded Wire Fabric: 9 gage 150mm x 150mm spacing without backing,, ASTM A82.
- E. Slip Resistant Clay Ceramic Tile: Coefficient of friction, when tested in accordance with ASTM C1028, not less than 0.8 for wet and dry conditions
  - 1. Tile: Nominal 20mm thick by 300mm by 300mm (12" X 12"x1"), square edges.
  - 2. Trim Shapes: Use slip resistant trim shapes for vertical walls surfaces. Use trim shapes sizes conforming to size of adjoining field floor tile to cover roof membrane flashings.
  - 3. Color: As selected from manufacturer's standard color chart.
  - 4. Manufacturer: Local procured tiles are acceptable.
- F. Latex Portland Cement Grout: ANSI A118.6, Sanded grout mixture for joints 3.2mm (1/8-inch) and wider. Color to be based on available manufacturer's standard color chart.

**PART THREE - EXECUTION**

**3.01 EXAMINATION OF SURFACES:**

- A. Contractor shall examine the substrate, roof deck, and related surfaces and verify that there are no conditions such as inadequate anchorage, foreign materials, moisture, ridges, or other conditions which would prevent the satisfactory installation of the roofing system.
- B. Correct or complete any condition requiring correction or completion prior to the installation of the roofing system. Notify Consultant in writing of unacceptable conditions.

**3.02 PREPARATION:**

- A. Do not stockpile debris on roof surface.
- B. Promptly remove debris each day. Use hoist to transfer debris from roof surface to disposal container.
- C. Cleaning:
  - 1. Verify that debris has been completely removed.
  - 2. Broom clean roof insulation immediately prior to roofing application.

**3.03 MEMBRANE APPLICATION:**

- A. Prior to roof membrane installation, seal all openings, projections, and penetrations in the substrate to prevent bitumen migration into the building. Correct damage to the building or interior components caused by bitumen migration at Contractor's own expense.
- B. Membrane Installation-General:
  - 1. Apply roofing in accordance with roofing system manufacturer's instructions and the following requirements. Application of roofing shall immediately follow application of base sheet and/or insulation as a continuous operation.
  - 2. Aesthetic Considerations: The overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, apply specified materials, and exercise care to ensure finished.
  - 3. Priming: Prime top and bottom of metal flanges (all jacks, edge metal, lead drain flashings, etc.) and concrete and masonry surfaces with a uniform coating of asphalt primer, at a nominal rate of one gallon (3.8 liters) per 100 square feet (9.29 square meters).
  - 4. Roofing Application: Lay all layers of roofing free of wrinkles, creases, or fishmouths. Exert sufficient pressure on the roll during application to ensure prevention of air pockets.
  - 5. Lay layers of roofing perpendicular or parallel to the slope of the deck as recommended by manufacturer.
- C. Membrane Base Ply Application:
  - 1. Allow sheets to relax prior to application. Maximum length of sheet shall be 5 meters (15 feet).
  - 2. Beginning at the low point of the roof, only covering half the drain, fully adhere the modified bitumen sheet to the substrate. Maintain a steady torching technique to ensure that the entire bottom surface of the sheet achieves the proper temperature for adhesion. Keep the roll in close proximity to the torch technician. Exert sufficient pressure on roll during application.
  - 3. Apply heat evenly across the face and full width of the roll while unrolling roll uniformly with an even downward pressure. Apply torch flame to roll until the bitumen back coating reaches the design application temperature, resulting in melting of the burn-off film, a glossy appearance of the back coating, and a 6mm (1/4-inch) to 13mm (1/2-inch) bitumen flow from edge of sheet.
  - 4. Provide a minimum of 75mm (3-inch) side laps and 150mm (6-inch) end laps. Stagger end laps of adjacent sheets of membrane base ply a minimum of 1m (3 feet). Extend field sheet of membrane base ply to top edge of cant.

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5. Align side lap of base ply over mid-point or center of roof drain.
  6. Complete membrane base ply application over respective roof area prior to application of membrane top ply. Apply additional ply of membrane base ply in low areas or areas that may be subjected to ponding water.
  7. Apply a patch over areas of membrane with areas of physical damage or other defects. Patch shall be the full width of membrane base ply and extend a minimum of 50mm (2-inches) beyond the defect in each direction.
  8. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
- D. Base Flashing Application - Base Ply:
1. Install and complete application of base ply of flashing each day the base ply of membrane is installed.
  2. Install first ply of base flashing extending horizontally 100mm (4-inches) beyond edge of cant or flange and vertically 100mm (4-inches), minimum above the top of the cant.
  3. Length of base flashings shall be maximum 2m (6-feet). Lap ends of base flashings 100mm (4-inches), minimum. Seal top edge of base flashing on a daily basis with a continuous troweling of elastomeric roof cement.
  4. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
- E. Membrane Application - Top Ply:
1. Unroll sheet and cut into 5m (15-feet) lengths. Lay cut sections of sheet down to allow sheet to relax prior to application. Just prior to application, re-roll "relaxed" sheet using cardboard insert provided with roll.
  2. Beginning at the low point of the roof, align top ply centered over roof drain openings, fully adhere membrane top ply to membrane base ply and have a minimum of 75mm (3-inch) side laps or width of selvage edge and 150mm (6-inch) end laps. Extend membrane top ply to top edge of cant. Apply each sheet directly behind torch technician. Stagger side laps of top ply a minimum of 300mm (12-inches) from side laps of base ply.
  3. Apply heat evenly across the face and full width of the roll while unrolling roll uniformly with an even downward pressure. Apply torch flame to roll until the bitumen back coating reaches the design application temperature, resulting in melting of the burn-off film, a glossy appearance of the back coating, and an approximate 6mm (1/4-inch) to 13mm (1/2-inch) bitumen flow from edge of sheet.
  4. While installing membrane top ply, provide proper protection or method during application to prevent burning or charring on the surfacing of previously installed sheet.
  5. During end lap application, trim the inside corner along the selvage edge of the underlying sheet at the end of the roll. The trimmed area shall be the width of the selvage edge and extend downward from the end of the roll to the outer side of the roll on a linear direction approximately 138mm (5-1/2-inches) from end of roll. Trim outside corner of membrane top ply at end laps to provide rounded finished corner.
  6. Install membrane top ply so that end laps of every other sheet are aligned.
  7. Apply membrane top ply and terminate at the rise at all metal components.

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Apply a continuous bead of edge sealant or molten modified bitumen compound along edge terminations of modified bitumen sheet (i.e. flashing flanges, exhaust vents, metal edge, etc.). Bead of edge sealant shall match height of top surfacing and shall be "canted" to shed water.

8. Field Patches:
  - a. Apply a patch over areas of membrane with displaced top bitumen coating or other defects.
  - b. Patch shall be the full width of membrane top ply and extend a minimum of 50mm (2-inches) beyond the defect in each direction.
  - c. Check lap seams and seal unbonded or discontinuous seams using a heated steel trowel.
- F. Base Flashing Application - Top Ply:
  1. Apply top ply of flashings only after membrane top ply is in place.
  2. Cut modified bitumen flashing membrane to extend a minimum of 100mm (4-inches) above the top of the membrane top ply covering the cant. The overall minimum height of the top of the flashing membrane above the top of the roof surface is 200mm (8-inches). Extend flashings to full height of vertical substrate.
  3. Extend the flashing membrane horizontally 100mm (4-inches) onto the field of the roof surface beyond the bottom edge of the cant strip.
  4. Fully adhere and conform top ply of flashing to substrate. Extend bleed-out of applied base flashing a minimum of 13mm (1/2-inch) beyond the side or end lap. "Broom-in" the foil faced flashing ply immediately upon installation using a damp sponge mop. Coat bleed-out with aluminum dust to match finish surfacing.
  5. Mechanically attach top edge of modified bitumen membrane flashing with appropriate fasteners and termination bar. Fastener spacing shall be 150mm (6-inches) on-center.
  6. Three-coursing at vertical seams and termination bars:
    - a. Utilize masking or duct tape to create vertical and horizontal straight edge of three-coursing.
    - b. Apply elastomeric plastic roof cement embedded with reinforcing fabric at vertical lap seams and horizontal termination bars.
    - c. Apply final coat of elastomeric roof cement.
    - d. After application of three-coursing, remove tape.
- G. Metal Flange Flashing (Scuppers):
  1. Prime top and bottom of metal flanges completely and allow to dry prior to installation.
  2. After membrane base ply has been applied, install metal flange according to Section 07620 - Sheet Metal Flashing and Trim. Strip-in flange with strips of base flashing (base ply) extending a minimum of 100mm (4-inches) beyond edge of flange.
  3. Apply membrane top ply and terminate at the rise in the metal component.
  4. Apply a target around penetrations or utilize flashing method to conceal cuts in the membrane top ply.
  5. Apply a continuous bead of edge sealant along edge terminations of modified bitumen sheet (i.e. flashing flanges, exhaust vents, metal edge, etc.). Bead of

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edge sealant shall be "canted" to shed water.

H. Daily Seal:

1. Install temporary night seal at completion of each day's work and remove upon resumption of work.
2. Ensure that water does not flow beneath any completed sections of the membrane system. This will include completion of all flashings, terminations, and daily seals. When possible, install starting at the highest point of the project area, working to the lowest point.
3. Seal membrane edge with continuous troweling of plastic roof cement. Caution must be exercised to ensure that membrane is not temporarily sealed near drainage medium in such a way to promote water migration below the membrane or impede drainage.
4. Install primary night seal beneath daily night seal in such a manner to seal both new and existing roof system to roof deck to prevent moisture migration from either old roof or new roof.
5. Install daily night seals by extending the new roof membrane beyond the insulation and sealing to the existing roof surface using plastic cement.
6. When work is resumed, remove and dispose of membrane where cement or other sealants were previously applied before resuming installation.

### **3.04 PLAZA DECK APPLICATION**

A. Separator Sheet;

1. Install plastic sheeting with seams lapped for drainage.
2. Beginning at the low point of the roof, loose lay separator sheet and have a minimum of 150mm (6-inch) side laps and 150mm (6-inch) end laps.

A. Prefabricated Drainage Course Placement:

1. Install drainage course in accordance with the manufacturer's recommendations.
2. Layout and position drainage course and allow to lay flat. Cut and fit drainage course to perimeter and penetrations.
3. Overlap adjacent panels at ends and sides so laps of both the core and fabric are in the direction of flow of water.
4. Connect adjacent panels along longitudinal side utilizing the flangeless and flanged edges of adjoining panels. Connect ends of adjoining panels by interlocking two rows of dimples of both panels.
5. Overlap edges of filter fabric material of adjacent drainage panels a minimum of 225mm (9-inches) along longitudinal edge and 75mm (3-inches) along ends.
6. Wrap drain assemblies with strip of drainage course material and secure with adjustable tie.
7. Wrap exposed edges of drainage course material with filter fabric.
8. Place subsequent topping materials as soon as possible.

A. Mortar Bed Application:

1. Place mortar bed onto drainage course to a depth approximately one-half finished bed thickness. Lay welded reinforcing wire mesh over mortar. Lap reinforcing at least one full mesh. Stop reinforcing 25mm (1 inch) short of vertical surfaces and expansion joints in paving system. Reinforcing shall not butt against vertical surfaces.

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2. Slope setting bed to drain. Install mortar bed in depressed slab sloped to drains not less than 1 in 200 (1/16 inch per foot). Screed for slope to drain and float finish.
3. Cure mortar bed for not less than seven days. Do not use curing compounds or coatings.
- B. Tile Setting:
  1. Align finish surface of new tile work flush with existing adjoining floor finish allowing tile to slope to drains.
  2. Lay out tile work so that no tile less than one-half full size is used. Make all cuts on the outer edge of the field. Form intersections and returns accurately.
  3. Pattern: Stagger joints at halfway point in adjacent tile every other row.
  4. Set tile firmly in place with finish surfaces in true planes. Shove and vibrate tiles over 200 mm (8 inches) square to achieve full support of bond coat.
  5. Cut and drill tile neatly without marring surface. Cut edges of tile abutting penetrations, and built-in items.
  6. Completed work shall be free from hollow sounding areas and loose, cracked or defective tile. Remove and reset tiles that are out of plane or misaligned.
- C. Grouting:
  1. Grout joints as soon as possible after setting bed is cured. Traffic should be avoided/minimized before installing grout.
  2. Force grout into joints, taking care not to smear grout on adjoining surfaces.
  3. Clean tiles/pavers as grouting progresses utilizing a damp sponge.
  4. Tool exposed joints slightly concave when thumbprint hard.

**3.05 FIELD QUALITY CONTROL:**

- A. Inspections:
  1. During installation, provide for one on-site inspection by a technical representative of roof membrane manufacturer.
  2. Upon completion of installation, provide a final inspection by a technical representative of roof membrane manufacturer to confirm that roofing system has been installed in accordance with manufacturer's requirements.

**3.06 CLEANING:**

- A. Remove debris, adhesives, and sealants from surfaces.
- B. Remove debris and material waste from Project site.

**END OF SECTION**

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**SECTION 07560 - ELASTOMERIC ROOF COATING**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Application of reinforced elastomeric roof coating system to concrete roof decks.

**1.02 SUBMITTALS:**

- A. Product Data: Submit manufacturer's technical information including basic material analysis, installation instructions, and cross-reference to the specific coating and finish system and application. Identify by manufacturer's catalog number and general classification.
- B. Mock-up. Provide primer, base coat, fabric, and top coat finish sample of surface in selected roof area until required color, and texture is obtained. Sample to be representative of surface preparation elastomeric coating application to be used in the completed Work.

**1.03 QUALITY ASSURANCE:**

- A. Single Source Responsibility: Provide primers and other undercoat material produced by same manufacturer as finish coats. Use only thinners approved by coating manufacturer, and use only within recommended limits.
- B. Perform adhesion tests on installed cured sample or samples prior to beginning elastomeric coating installation. Perform test in accordance with ASTM D 3359, Test Method A.

**1.04 PROJECT CONDITIONS:**

- A. Do not apply coatings when the temperature of surfaces to be coated and the surrounding air temperatures are below 7 degrees Celsius (45 degrees Fahrenheit), unless otherwise permitted by coating manufacturer's printed instructions.
- B. Do not apply coatings in snow, rain, fog, or mist or when relative humidity exceeds 85 percent or to damp or wet surfaces unless otherwise permitted by coating manufacturer's printed instructions.
- C. Take precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing, and application of special coatings. Take all precautions required to prevent fires.
- D. Protect persons, motor vehicles, surfaces adjacent to areas being restored, building site, and surrounding buildings from injury, contamination, soiling, and damage resulting from the coating work.

**1.08 WARRANTY:**

- A. Manufacturer's Guarantee: Provide written FIVE year manufacturer's labor and material guarantee against leakage and defects in workmanship and material from date of Substantial Completion.
- B. Contractor's Workmanship Warranty: Provide a written FIVE year Contractor's labor and material warranty against leakage and defects in workmanship and material.



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**PART TWO - PRODUCTS**

**2.01 SOLVENT-BASED ELASTOMERIC ROOF COATING MANUFACTURERS**

- A. Provide a high-performance base primers, intermediate coatings, and topcoats made of a proprietary blend of solvent-based polymers (SBS, SEBS, PMMA); that are from single source manufacturer. All accessory materials shall be compatible with one another and with the substrate for application.
- B. GSA Schedule Vendors which meet the specifications include but are not limited to:
  - 1. Architectural Roof Coatings - Rowlett, TX
  - 2. Karnak - Clark, NJ
  - 3. US Ply - Fort Worth, TX
  - 4. Sika Corporation - Lyndhurst, NJ
  - 5. Alternate Manufacturer

Substitutions shall equal these product specifications.

**2.02 MATERIALS and ACCESSORIES**

- A. Base and Finish Topcoat: Single-component high solids polymer elastomer. The coating forms a non-breathing, high tensile strength and a highly elastic membrane which is designed to provide heat reduction, cold weather flexibility, chemical, weather and water resistance. Brush, roller, or spray grade. Gray in base coat color and Bright white finish coat in color:
  - 1. DynaSHIELD White Coating by Architectural Roof Coatings
  - 2. RC-W Elasto-Kote by KARNAK
  - 3. All Season SEBS Roof Coating by US Ply
  - 4. Sikalastic Lo-VOC Liquid Membrane by Sika
  - 5. Physical Properties:
    - a. Solids by Weight (D1644): 50 ± 2%
    - b. Solids by Volume (D2697): 37 ± 2%
    - c. Weight per Gallon: 9.1 lbs.
  - d. Reflectance (Initial/Aged): 82% / 61%
  - e. Emittance (Initial/Aged): 0.95 / 0.91
- B. Primer Coat for adhesion to bituminous substrate surfaces. Single-component high solids polymer–aluminized based stain blocking base coat which dries by evaporation leaving a Non-breathing base coat for asphaltic surfaces. Brush, roller, or spray grade. Silver/gray in color:
  - 1. Polymer Oil Based Stain Blocker Coating by Architectural Roof Coatings
  - 2. All Season Stain Block by US Ply
  - 3. Sikalastic 501 Primer by Sika
  - 4. Physical Properties:
    - a. Solids by Weight (D1644): 52 ± 2%
    - b. Solids by Volume (D2697): 39 ± 2%
    - c. Weight per Gallon: 9.1 lbs.
- C. Primer Coat for adhesion to concrete surfaces.: Single-component high solids polymer elastomer; brush, roller, or spray grade; gray in color:
  - 1. DynaSHIELD Acrylic Primer by Architectural Roof Coatings
  - 2. RC-W Elasto-Kote by KARNAK
  - 3. All Season Hi-Performance Primer by US Ply
  - 4. Sikalastic 501 Primer by Sika

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5. Physical Properties:
  - a. Solids by Weight (D1644):  $8 \pm 2\%$
  - b. Solids by Volume (D2697):  $11 \pm 2\%$
  - c. Weight per Gallon: 7 lbs.
- D. Flashing Cement: Trowel grade single component, block copolymer elastomeric mastic that forms as a tough and durable elastomeric membrane. The mastic has elongation properties, cold weather pliability, UV and water resistance, chemical resistance and a highly reflective finish. May also be used in sealing interfaces with accessories such as drains, scuppers, and pitch pans.
  1. DynaSHIELD Flashing Grade by Architectural Roof Coatings
  1. 502 RC-W Elasto-Kote Seam Sealer by KARNAK
  2. All Season SEBS Flashing Grade by US Ply
  3. Sikalastic 500 Flash by Sika
  4. Physical Properties:
    - a. Solids by Weight (calculated):  $68 \pm 2\%$
    - b. Solids by Volume (calculated):  $52 \pm 2\%$
    - c. Weight per Gallon: 9.4 lbs.
- E. Polyester Reinforcing Fabric and Tape: Flexible 100% stitch bond polyester fleece sheet product of high tear strength and elongation and type or composition recommended by manufacturer for embedment of elastomeric coating. White in color. Weight: 0.9 pounds/100 SF. Size: 100mm, 150mm, and 1000mm (40 inch) width rolls:
  1. Topester by GAF/TopCoat
  2. M600 Polyester Fabric" by MEGA Industries.
  3. 3036 Poly-Mat by KARNAK
  4. Sika Fleece 140
  5. Physical Properties:
    - a. Tensile Strength (ASTM D-1682): 57 lbs.
    - b. Elongation (ASTM D-1682): 61.5%
    - c. Mullen Burst (ASTM D-3786): 175 lbs
- F. Accessories and Cleaners: Supplied and/or recommended by manufacturer for product installation.
  1. Power Washer: minimum 3500 PSI / 250cc gasoline powered engine mounted on wheels with 10 meter hose and adjustable spray pressure nozzle
  2. Power Drill & Mixing Paddle: heavy duty for cement, plaster, or paint. Such as Nordstrand PWTPM01 Pro Mixer Stirring Tool; 6 Speed; 1800Watt with 120mm round steel mixing paddle bit.
  3. Caulking: Single component, non-sag elastomeric polyurethane sealant, as recommended or supplied by membrane manufacturer for use in making airtight and watertight seals such as Dynatrol I by Pecora Corp., white color.
  4. Cleaning Solvent: 100% hydrocarbon for diluting solvent based coating products and cleaning
  5. Mineral Spirits for thinning solvent based coatings
  6. Roller Frames and Roller Sleeves; 225mm
  7. Brushes; 50mm, 100mm, 150mm widths

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**PART THREE - EXECUTION**

**3.01 PREPARATION OF SUBSTRATE**

- A. Contractor shall determine the condition of the existing structural deck/substrate. All defects in the deck or substrate shall be corrected before new solvent-based elastomeric coating commences. Areas of deteriorated deck/substrate, porous or other affected materials must be removed and replaced with new to match existing.
- B. Surface preparation is the most critical procedural requirement in paint applied coating systems. Remove all loose particles, delaminated paint, oil, grease, laitance, efflorescence, mild, mildew and other foreign materials. Areas shall be first scraped, swept clean, and then thoroughly power washed. Use high power adjustable pressure washer with a minimum 3500 PSI (Pounds per Square Inch) mechanical spray device.
- C. Each individual container of elastomeric primer and top coats shall be thoroughly mixed using a heavy duty drill on slow RPM (Revolutions per Minute) with an elongated mixing paddle bit that will reach the bottom of the container. Coating shall be a uniform color, with no light or dark streaks present.
- D. Coatings shall be applied in temperatures of fifty degrees Fahrenheit (50°F / 10°C) or greater.

**3.02 THINNING SOLVENT-BASED ELASTOMERIC FOR SPRAY EQUIPMENT**

- A. Thinning Mix: One quart mineral spirits to 5 gallons solvent-based elastomeric.
  - 1. Pour 1 gallon from a 5 gallon pail coating into another container. Add one quart mineral spirits to 4 gallons and mix thoroughly. Use an electric drill and mixing paddle. Add portions of the removed 1 gallon and continue to mix until the coating is properly thinned.
  - 2. Spray apply thinned elastomeric coating in two coats to meet minimum thickness.
- B. Additional Thinning Mix: Maximum two quarts mineral spirits to 5 gallons elastomeric.
  - 1. Spray apply thinned elastomeric coating in three coats to meet minimum thickness.
- C. DO NOT thin elastomeric coatings for brush or roller applications.

**3.03 CONCRETE SUBSTRATE and PRIMER**

- A. Existing concrete shall be dry with a maximum moisture content of five (5) percent. Inspect substrates, and correct defects before application of new waterproofing. Fill all surface voids greater than 1/8 inch wide with a patching aggregate fill material.
- B. Substrate shall receive an acrylic primer for adhesion to concrete surfaces. Coverage rate: Apply primer at 0.7–1.4 gallons (2.65-5.30L) per 200 square feet (18 SM)
- C. Brush, roll or spray the elastomeric primer evenly onto the surface to fully saturate the substrate in one application with brush or roller; multiple applications with sprayer. DO NOT allow primer to pond or collect in low areas. Apply primer up to the perimeter roof edge of the flashing terminations and penetrations.
- D. Allow standard primer to cure for a minimum of twelve (12) hours before beginning base coats.

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- E. DO NOT apply base coat over primer prematurely exposed to excessive moisture, primer used as temporary waterproofing, or primer older than eight (8) days. Exposure of the primer in excess of eight (8) days may require removal and application of new primer.

### **3.04 FIRST GRAY BASE COAT APPLICATION**

- A. Coverage rate: Apply base coat at 0.7–1.4 gallons (2.65-5.30L) per 100 square feet (9 SM)
- B. Brush, roll or spray the elastomeric evenly onto the surface to fully saturate the substrate in one application with brush or roller; multiple applications with sprayer. DO NOT allow base coat to pond or collect in low areas. Apply base up to the perimeter roof edge of the flashing terminations and penetrations.
- C. Areas observed with residual “bleed” through of prior surfacing causing discoloration shall be re-primed to prevent discoloration.
- D. Allow standard first base coat to cure for a minimum of four (4) hours before reinforcing fabric embedment into second coat of base.

### **3.05 SECOND GRAY BASE COAT APPLICATION and REINFORCING FABRIC EMBEDMENT**

- A. Coverage rate: Apply second base coat at 0.7–1.4 gallons (2.65-5.30L) per 100 square feet (9 SM)
- B. Reinforcing fabric embedment requires either hand brush or roller application to evenly lay the fabric within the base coating. The base shall be rolled or brushed liberally and evenly onto the surface using a broad, even strokes.
- C. The fleece fabric can only hold so much base coat and all excess shall be rolled forward to the unsaturated fleece, eliminating ponding or excessive build-up.
  - 1. Reinforcing Fabric Full Coverage: Roll out polyester fleece with smooth side facing up (natural unrolling procedure) into the base coat. The fleece will begin to rapidly saturate with the liquid primer.
  - 2. Use a medium nap roller or brush to work the primer into the fleece, saturating from the bottom up, and eliminating air bubbles, folds and wrinkles.
  - 3. The appearance of the saturated fleece shall be light opaque with no white spots. White spots are indications of unsaturated fleece or lack of adhesion
  - 4. Allow 75mm overlap for all side joints and 100mm overlap for all end joints.
- D. Apply final coat of grey base on top of fleece fabric to finish the saturation of the fleece. Roll this final coating into the fleece, shall result in a semi-gloss appearance.
- E. Allow base coat to cure for a minimum of twenty four (24) hours before finish coats.
- F. DO NOT apply finish top coat over great base coat prematurely exposed to excessive moisture, base used as temporary waterproofing, or base coats older than eight (8) days. Exposure of the base coat in excess of eight (8) days may require removal and application of new coating.

### **3.06 FLASHING DETAILING**

- A. Using a trowel, apply flashing grade cement at any areas where there are roof terminations, penetrations, flashings, seams or transitional joints. It may be applied to both horizontal and vertical surfaces and will bridge gaps up to 12mm in width.
- B. Reinforcing fabric may be embedded in flashing cement for additional strength and mobility. Fabric must be used around penetrations and to bridge large openings.

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- C. Reinforce all inside and outside corners with a 100mm diameter conical piece of fabric prior to installing the flashing layer.
- D. Flashing is typically constructed as a two part assembly consisting of a vertical wrap and a horizontal target patch. There must be a minimum of a 100mm overlap between vertical and horizontal flashing components.
- E. Flashing material shall extend 100mm minimum onto drains, scuppers, or insert flanges.

### **3.07 FINISH TOP COAT APPLICATION**

- A. Coverage rate: Apply finish top coats at 0.7–1.4 gallons (2.65-5.30L) per 100 square feet (9 SM). Based on first finish coat smooth texture, the second top coat may be reduced to 0.5 gallons (2.50L) to 100 square feet (9 SM).
- B. Brush, roll or spray the elastomeric top coat evenly onto the surface to fully saturate the primed surfaces in one application with brush or roller; multiple applications with sprayer. DO NOT allow coating to pond or collect in low areas.
- C. Apply elastomeric top coat up to the perimeter roof edge of the flashing terminations and penetrations.
- D. Allow to cure for a minimum of twenty four (24) hours before second finish coat.
- E. DO NOT allow any excess coating to remain on the surface, the correct amount of coating will leave no fibrous surface texture from the fleece fabric. The final coating should be smooth, uniform, and bright white.
- F. Dry finish (1 prime coat + 2 base coats + 2 top coats) thickness: 48 mils.

### **3.08 FIELD QUALITY CONTROL**

- A. The Embassy or OBO may direct Contractor to stop applying coatings if results show materials being used do not comply with specified requirements or coating materials and accessories are not compatible. Contractor shall remove non-complying coating materials from site, pay for testing, and recoat surfaces.

### **3.09 CLEANING and ADJUSTING**

- A. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods.
- B. During progress of work, remove discarded paint materials, rubbish, cans, and rags from site at end of each work day. Thoroughly mixed and cured coating products may be disposed of in standard landfills. Uncured products are considered a hazardous material and must be handled as such, and disposed in accordance with local regulations.
- C. Correct any damage by cleaning, repairing or replacing, and painting as acceptable to the Embassy.

**END OF SECTION**

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**SECTION 07600 - SHEET METAL FLASHING**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Shop or field-formed sheet metal work for moisture protection include:
  - 1. Parapet copings.
  - 2. Cleats.
  - 3. Metal Counter Flashing.
  - 4. Penetration Sleeves and Counterflashing.
  - 5. Scuppers.
  - 6. Miscellaneous sheet metal accessories.

**1.02 REFERENCES:**

- A. National Roofing Contractors Association: NRCA Roofing and Waterproofing Manual
- B. Sheet Metal and Air Conditioning Contractor's National Association, Inc.: Architectural Sheet Metal Manual

**1.03 SUBMITTALS:**

- A. Shop Drawings: Show layouts of factory- vs. field-assembled roof specialties, including dimensioned plans, sections, and elevations."
  - 1. Details for fastening, joining, supporting, and anchoring manufactured roof specialties including fasteners, clips, cleats, and attachments to adjoining work.
  - 2. Details for expansion and contraction.
- B. Samples: Submit material samples and mock-up in the field.

**1.04 WARRANTY:**

- A. Contractor's Workmanship Warranty: Coordinate inclusion of sheet metal flashing written warranty as part of Contractor's roof membrane warranty which shall warrant sheet metal work to be free of leaks and defects in materials and workmanship for FIVE years after date of final acceptance.

**PART TWO - PRODUCTS**

**2.01 SHEET METAL MATERIAL:**

- A. Copper: ASTM B 370, minimum temper H00 (cold rolled) except where 060 is required for forming. 4.87 kg/sq m, 0.55mm thick. Natural weathering mill finished.

**2.03 FASTENERS:**

- A. Fasteners shall be same metal as flashing and sheet metal or noncorrosive metal.
- B. Exposed fasteners shall be self-sealing or gasketed for watertight installation.
- C. Heads of fasteners, including but not limited to, rivets, screws, and bolts, that are exposed or visible shall have same manufactured finishes as item being secured; color to match when applicable.
- D. Mechanical Fasteners:

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1. Reference Section 02072
2. Washers: Steel washers with bonded rubber sealing gasket.
3. Screws: Self-tapping sheet metal type compatible with material fastened.
4. Rivets: Copper material for the head and stem, closed end, type and size as recommended by sheet metal manufacturer.

### **2.04 RELATED MATERIALS:**

- A. Solder: ASTM B 32, alloy grade 58, 50 percent tin, 50 percent lead.
- B. Flux: For Use with Steel or Copper: Rosin flux. Phosphoric acid type, manufacturer's standard.
- C. Underlayment (Coping): Same modified bitumen product as roof membrane.
- D. Adhesives: Type recommended by flashing sheet manufacturer for waterproof and weather resistant seaming and adhesive application of flashing sheet.
- E. Metal Accessories: Sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gauge required for performance.
- F. Stainless Steel Clamp: Stainless steel banding with worm-drive tightening, sized for application such as "Make-A-Clamp Kit" by Dynamic Fastener

### **2.05 FABRICATION - GENERAL:**

- A. Fabricate work in accordance with SMACNA Architectural Sheet Metal Manual and other recognized industry practices and reviewed shop drawings.
- B. Shop fabricate work to greatest extent possible. Fabricate inside and outside corners for metal edges, counterflashing, and coping caps.
- C. Fabricate for waterproof and weather resistant performance with expansion provisions for running work sufficient to permanently prevent leakage, damage, or deterioration of work.
- D. Make angle bends and folds for interlocking metal with full regard for expansion and contraction to avoid buckling or fullness in metal after installation.
- E. Form work to fit substrates. Form materials with straight lines, sharp angles, smooth curves, and true levels. Avoid tool marks, buckling, and oil canning.
- F. Fold back edges on concealed side of exposed edge to form hem.
- G. Lap joints 25mm (1-inch) minimum. Rivet and solder joints on parts that are to be permanently and rigidly assembled.
- H. Seams: Tin edges to be seamed, form seams, and solder.
- I. Expansion Provisions: Where lapped or bayonet type expansion provisions in work cannot be used or would not be sufficiently waterproof or weatherproof, form expansion joints of intermeshing hooked flanges, not less than 25mm (1-inch) deep, filled with mastic sealant concealed within joints.
- J. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant.

### **2.06 FABRICATED ITEMS:**

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- A. Parapet Copings: Minimum 0.55mm thick copper formed in maximum 3m (10 foot) lengths. Utilize one piece configuration at parapet walls. Fabricate interior and exterior corners from one continuous piece using .7m (2 foot) minimum legs. Lap, rivet, and solder prior to installation.
- B. Continuous Cleats: Continuous strips, same base copper, and fascia profile, and next heavier gauge available as adjacent metal item.
- C. Counter Flashings: Minimum 0.55mm thick copper formed in maximum 3m (10 foot) lengths. Utilize two piece configuration at walls.
- D. Penetration Flashing Pans and Bonnets: Minimum 0.55mm thick copper. Fabricate pan with 6mm (1/4-inch) hem at top edge and with 100mm (4-inch) flanges with rounded corners. Fabricate to provide installed minimum clear inside perimeter dimension of 50mm (2-inches) on each side of penetrating element and 150mm (6-inch) height.
- E. Scupper: Minimum 0.55mm thick copper. Field verify and enlarge scupper outlet size and profile. Fabricate exterior edge at least 5mm lower than inside face edge to drain.

### **PART THREE - EXECUTION**

#### **3.01 EXAMINATION:**

- A. Verify that substrates are smooth and clean to extent needed for sheet metal work.
- B. Verify that reglets, nails, cants, and blocking to receive sheet metal are installed and free of concrete and soil.
- C. Do not start sheet metal work until conditions are satisfactory.

#### **3.02 INSTALLATION:**

- A. Install sheet metal with lines, arises, and angles sharp and true, and plane surfaces free from objectionable wave, warp, or buckle. Exposed edges of sheet metal shall be folded back to form 6mm (1/4-inch) hem on concealed side from view. Finished work shall be free from water retention and leakage under all weather conditions.
- B. Prefabricated corners or transitions are required at changes in direction, elevation or plane, and at intersections. Locate field joints not less than 300mm (12-inches), nor more than 1m (3 feet) from actual corner. Laps shall be 25mm (1-inch), riveted and soldered at following locations: prefabricated corners; transitions; changes in direction, elevation, and plane; and at intersections.
- C. Anchor units of work securely in place to prevent damage or distortion from wind or buckling. Provide for thermal expansion of metal units; conceal fasteners where possible; and set units true to line and level as indicated. Install work with laps, joints, and seams permanently watertight and weatherproof.
- D. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces with zinc chromate, bituminous coating, or other permanent separation at locations of contact as recommended by manufacturer or fabricator. Do not use materials incompatible with roofing system.

#### **3.03 FABRICATED ITEM INSTALLATION:**

- A. Parapet Coping with Standing Seam Joints:
  - 1. Install new wood nailers provide substrate on top of wall to have a resulting



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positive slope (minimum 8% [1-inch per foot]) toward roof.

2. Install and adhere flashing membrane over the wood substrate extending a minimum of 25mm (1-inch) below top of wall system. Lap ends minimum of 75mm (3-inches) and secure membrane in place on exterior vertical face.
  3. Install metal coping segments allowing 13mm (1/2-inch) spaces between segments. Lock coping onto cleat and install appropriate fasteners through the interior fascia spaced 600mm (24-inches) on-center in enlarged holes.
  4. Fabricate transitions of changes in direction, wall size, or elevation from one- piece with sealed and riveted lap seams.
  5. Attach standing seam panels to clips and install panels so they are weathertight, without waves, warps, buckles, fastening stresses, or distortion. Allow for expansion and contraction of materials.
- B. Continuous Cleat: At exposed edges of copings, cap flashings, and where required, attach continuous cleat at 150mm (6-inches) on-center with appropriate fasteners positioned on the vertical face. At a distance of 3m (10 feet) from each direction of corner, install fasteners 75mm (3-inches) on-center.
- C. Counter Flashings:
1. Install new counterflashings at new receivers along rise or parapet walls.
  2. Saw cut new reglet in existing substrate and install new receiver. Secure new receiver in place with appropriate fasteners spaced 300mm (12-inches) on- center. Apply a continuous bead of sealant, Type B, along top edge of receiver/reglet.
  3. Secure counterflashing at 150mm (6-inches) on-center with self-tapping screws.
  4. Lap adjacent sections of receivers and counterflashings a minimum of 100mm (4-inches). Apply a continuous bead of sealant, Type B, in lap.
- E. Penetration Pan Flashings:
1. Install new penetration flashings at pipes penetrating coping along parapet walls and pipes through roof.
  2. Fully solder joints and connections.
  3. Roof mounted pans to be asphalt primed top and bottom of flanges. Install with flanges set in uniform troweling of plastic roof cement on membrane base ply, secure and strip-in flanges.
  4. Install umbrella counterflashing or hood.
- F. Scupper:
1. After field membrane is installed, install metal scupper insert into wall opening. Set scupper in bed of plastic roof cement and secure flanges of scupper to wall and deck.
  2. Strip-in flanges of scupper with appropriate flashing plies.
  3. Install sealant, Type B, around exterior opening of scupper between metal insert and wall.
  4. Fasten top and bottom metal faceplate or collector head to scupper and wall, and apply sealant around perimeter.

### **3.03 CLEANING:**

- A. Remove flux and residual acid immediately by neutralizing with baking soda and

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washing with clean water. Leave work clean and free of stains, scrap, and debris.

- B. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration/damage of finishes. Paint (color to match) areas of prefinished metal where finish is damaged.
- C. Prime soldered area of phosphatized metal after cleaning to prevent premature patina.

**END OF SECTION**

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## **SECTION 07920 - SEALANTS AND CAULKING**

### **PART ONE - GENERAL**

#### **1.01 SECTION INCLUDES:**

- A. Sealant application to counterflashing, reglets, roofing related sheet metal, and additional sealant application to provide complete watertight roofing system.

#### **1.02 RELATED SECTIONS:**

- A. 02072 - Minor Demolition and Renovation Work.
- B. 07620 - Sheet Metal Flashing and Trim.

#### **1.03 REFERENCES:**

- A. American Society for Testing and Materials (ASTM).
- B. Federal Specifications (FS).

#### **1.04 SUBMITTALS:**

- A. Product Data: Submit manufacturer's product data, joint preparation and installation instructions, and color charts for each product required.
- B. Submit manufacturer's certification that products meet specified requirements and are appropriate for project applications.
- C. Samples for Initial Selection Purposes: Submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available for each product exposed to view.

#### **1.05 QUALITY ASSURANCE:**

- A. Product Labels: Include manufacturer's name, type of sealant, and color on labels of containers.
- B. Single Source Responsibility for Joint Sealer Materials:
  - 1. Obtain joint sealer materials from single manufacturer for each different product required.
  - 2. Provide primers, joint sealers, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience as supplied and warranted by one manufacturer.
  - 3. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.
- C. Use test methods standard with manufacturer to determine if priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealers to joint substrates under environmental conditions that will exist during actual installation.

#### **1.06 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver materials in original containers with seals unbroken and labels intact.
- B. Store materials in a single lockable area of project site.
- C. Protect materials from extreme temperatures and exposure. Store in accordance with manufacturer's recommendations.

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### **1.07 PROJECT CONDITIONS:**

- A. Environment: Comply with sealant manufacturer's recommended minimum and maximum installation temperatures and other weather protection.

### **1.08 SEQUENCING AND SCHEDULING:**

- A. Do not remove more sealant than can be replaced in same day.

### **1.09 WARRANTY:**

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty for type of sealant specified.
- B. Contractor's Warranty: Provide written warranty against leakage and defects in workmanship for a period of TWO years from date of final acceptance.

## **PART TWO - PRODUCTS**

### **2.01 SEALANT:**

- A. Sealant:
  - 1. Type A: One component polyurethane sealant such as "Dynatrol I" by Pecora Corp. or "NP1" by Sonneborn, color to match finish of adjoining materials.
  - 2. Type B: Medium modulus, neutral curing silicone sealant such as "895 Silicone Building Sealant" by Pecora Corp. or "795 Silicone Building Sealant" by Dow Corning, or "Silpruf" by General Electric Co.; color to match finish of metal.

### **2.02 RELATED MATERIALS:**

- A. Cleaner: Noncorrosive, nonstaining type, compatible with joint forming materials as recommended by sealant manufacturer.
- B. Joint Backing:
  - 1. Closed cell non-gassing polyethylene foam rod, over-sized 30 to 50 percent for joint size, compatible with sealant, sized and shaped to provide proper compression upon insertion in accordance with manufacturer's recommendations.
  - 2. Acceptable Products:
    - a. "Sonolastic Soft Backer-Rod" by Sonneborn.
    - b. "SofRod" by Namaco.
    - c. Or approved equal products.
- C. Bond Preventive Materials: Pressure sensitive adhesive polyethylene strip recommended by sealant manufacturer to suit application.
- D. Primer: Nonstaining type as recommended by sealant manufacturer to suit application.
- E. Masking Tape: Nonstaining, nonabsorbent type compatible with sealant and surfaces adjacent to joints.

### **2.03 MIXING:**

- A. Mix multi-component products as directed by manufacturer.

**PART THREE - EXECUTION**

**3.01 PREPARATION:**

- A. Removing Existing Sealants and Mortar:
  - 1. Cut out and remove existing sealants, backer rods, bond breaker tapes, mortar and other loose materials to depth as required by sealant manufacturer or to 13mm (1/2-inch) minimum.
  - 2. Remove foreign matter from joint substrates which could interfere with adhesion of joint sealant. Remove dust, oil, grease, waterproofing, water repellent, surface dirt, and paints, except for permanent protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer.
- B. Cleaning:
  - 1. Clean joints receiving sealant and adjacent surfaces in manner not to damage existing materials. Perform cleaning of joints the same day sealant is to be installed in cleaned joint.
  - 2. Remove dust and debris by blowing clean with high pressure air.
  - 3. Wipe nonporous surfaces clean with toluene or xylene and clean cloths.
- C. Priming:
  - 1. Prime joint substrates where indicated or where recommended by sealant manufacturer based upon preconstruction sealant substrate tests or prior experience.
  - 2. Apply primer to comply with joint sealer manufacturer's recommendations. Apply primer to surfaces the same day sealant is to be installed onto primed surfaces.
  - 3. Confine primers to area of joint sealer bond. Do not allow spillage or migration onto adjoining surfaces.
- D. Masking: Mask areas adjacent to joints to prevent sealant contact with surfaces which would be permanently stained or damaged by sealant or by cleaning methods required to remove excess sealant.

**3.02 APPLICATION:**

- A. Joint Backing:
  - 1. To achieve required joint depths, restrict depth of joints by use of joint backer rod.
  - 2. Size backer rod to allow for 30 percent minimum compression of the backer rod when installed.
  - 3. Where joint backing material is not feasible due to insufficient clearance or depth, install bond preventive material in joint.
  - 4. Three-sided adhesion of sealant is not permitted.
- B. Sealant:
  - 1. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates.
  - 2. Apply sealant in uniform continuous bead without gaps or air pockets, following manufacturer's instructions for each specific type of sealant.
  - 3. Provide uniform cross-sectional shapes and depths relative to joint widths which

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allow optimum sealant movement capability.

4. Apply sealant over fastener heads securing aluminum frames, completely concealing fastener with sealant.
  - C. Tooling:
    1. Tool joints to required configuration in accordance with manufacturer's recommendations.
    2. Sealant Tape:
      - a. Provide continuous uniform bed of sealant tape on horizontal bearing surfaces. Butt adjacent sections end-to-end.
      - b. Prior to mating surfaces, remove backing paper from the installed tape.
      - c. Firmly press or clamp assembly upon removal of backing paper.
    3. Tooling Non-sag Sealants:
      - a. Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration required.
      - b. Eliminate air pockets and ensure contact and adhesion of sealant with sides of joint.
      - c. Remove excess sealant from surfaces adjacent to joint.
      - d. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by manufacturer.
  - D. Remove masking immediately after tooling without disturbing joint sealant.
- 3.03 ADJUSTING:**
- A. If damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.
  - B. Remove excess sealant from adjacent surfaces immediately after contact with xylene or toluene.
- 3.04 PROTECTION:**
- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion.
- 3.05 SCHEDULE:**
- A. Sealant A:
    1. Sealant work in conjunction with roofing.
  - B. Sealant B:
    1. Metal-to-metal joints (coping cover plates, counterflashing lap joints, etc.).
    2. Heat sensitive applications.
  2. Counter Flashings.

**END OF SECTION**

**SECTION 09210 – EXTERIOR PLASTER RESTORATION**

**PART ONE – GENERAL**

**1.01 SECTION INCLUDES:**

- A. Application of new and repair patching plaster finish on exterior masonry walls.

**1.02 RELATED DOCUMENTS:**

- A. Section 04200 – Masonry.
- B. Section 07920 - Joint Sealants.

**1.03 SUBMITTALS:**

- A. Product Data: Submit manufacturer's technical information, including label analysis, application instructions, for each material and accessory proposed for use.
- B. Plaster Mix Ratios: Submit proposed plaster mix ratios of plaster, aggregate, and lime (if used), for all plaster applications.

**1.04 QUALITY ASSURANCE:**

- A. Installer Qualifications: Plaster installer shall have successfully completed at least five restoration projects and shall assign mechanics to this project who are experienced in restoration projects of this quality and workmanship.
- B. Provide a mock-up of the plaster indicating the proposed finish. New plaster to match existing conditions of the building.

**1.05 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver materials in original unopened packages, containers, or bundles bearing brand name and identification of the manufacturer.
- B. Store materials inside waterproof enclosures, under cover, and in dry condition protected from weather, surface contamination, and damage from construction traffic and other causes.

**1.06 PROJECT CONDITIONS:**

- A. Protection: Protect contiguous or adjacent work from soiling, spattering, moisture deterioration, and other harmful effects which might result from plaster work.

**1.07 WARRANTIES:**

- A. Provide manufacturer's standard guarantee against defects of the materials.
- B. Provide written warranty against defects in materials or workmanship for a period of FIVE year from date of substantial completion. Contractor shall replace any defective materials or workmanship at no cost to Embassy.

**PART TWO - PRODUCTS**

**2.01 PLASTER:**

- A. Base Coat and Scratch Coat: Approximate 3:1 sand cement ratio. Consistency, texture, and constituent make-up as existing.
- B. Finish Coat: Consistency, texture, color, appearance, and constituent make-up as existing, with exposed aggregate finish.

**2.02 WATER:**

- A. Water: Water shall be potable, clean, free from injurious amounts of oil, acids, soluble salts, and organic impurities.

**2.03 MASONRY REPAIR MATERIAL:**

- A. Portland Cement: White, non-staining Portland cement, ASTM C 150, Type I.
- B. Tinted Portland Cement: As required to match existing concrete paste color.
- C. Aggregate: Blend of natural stone coarse aggregate and manufactured sand aggregate; matching existing plaster aggregate in size, color, appearance, and texture.

**PART THREE - EXECUTION**

**3.01 PREPARATION:**

- A. Comply with manufacturer's recommendations for installation procedures.
- B. Protect glass, window frames, and other interior finishes from contact with plaster by covering them with polyethylene film and waterproof masking tape firmly fixed and sealed to the surfaces to be protected.

**3.02 MIXING:**

- A. Proportion materials for base coats and finish coat in accordance with manufacturer's recommendations.
- B. Mechanically mix plasters to comply with recommendations of plaster manufacturer. Accurately measure plaster mix for all coats by approved methods.
- C. Batches for base coats shall not exceed an amount that can be used entirely within two hours, and batches for finishing coats shall not exceed amounts that can be used entirely within thirty minutes.
- D. Clean mixers and tools for each batch. Do not use lumped, caked, frozen, or retempered materials. Discard plaster mixes which have begun to stiffen.

**3.03 CRACK AND JOINT REPAIR:**

- A. Inspect existing plaster for cracked, defective, open, and/or deteriorated cracks within the plaster.
- B. Remove plaster that is loose, damaged, or spalled. Cut out old plaster by hand with chisel and mallet. Do not spall edges of units or widen joints.
- C. Rake out joints to depths equal to 2-1/2 times their widths, but not less than 25 mm (1- inch), nor less than that required to expose sound, weathered mortar. Route out cracks to a depth of a minimum of 6 mm by 6 mm (1/4-inch by 1/4-inch).



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- D. Remove plaster within raked-out joints to provide reveals with square backs and to expose sound plaster for contact with new sealant. Brush, vacuum, or flush joints to remove dirt and loose debris.
- E. Power operated rotary hand saws and grinders will be permitted but only on submission by Contractor of satisfactory quality control program and demonstrated ability of operators to use tools without damage to masonry. Quality control program shall include provisions for supervising performance and preventing damage due to worker failure.
- F. Fill prepared corner and step cracked joints with joint backing and sealant in accordance with sealants. "Dust" wet sealant with matching color sand or crushed masonry fines to match adjacent surfaces.

**3.04 PLASTER REPAIR:**

- A. Prepare existing plaster and substrates adjacent to repair area.
- B. Completely fill area to receive new plaster with repair material in a minimum of two lifts. Ensure all voids and entrapped air are eliminated.
- C. Apply finish coat of plaster over repair materials to provide finished appearance to match existing.

**3.05 PLASTER APPLICATION, GENERAL:**

- A. Tolerances: Do not deviate more than 3 mm (1/8-inch) in 3 m (10 feet) from a true plane in finished plaster surfaces, as measured by a 3 m (10 foot) straightedge placed at any location on surface.
- B. Sequence plaster application with the installation and protection of other work so that neither will be damaged by the installation of the other.
- C. Apply thicknesses and number of coats of plaster as indicated or as recommended by manufacturer.

**3.06 FINAL CLEANING AND PROTECTION:**

- A. Remove temporary protection and enclosures. Prepare surfaces for final painting.
- B. Promptly remove plaster from windows, window frames, and other surfaces which are not to be plastered.
- C. When plastering work is completed, remove unused materials, containers, and equipment and clean floors of plaster debris.
- D. Provide final protection and maintain conditions to ensure plaster work being without damage or deterioration at final inspection.

**END OF SECTION**

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**SECTION 09910 - EXTERIOR PAINTING**

**PART ONE – GENERAL**

**1.01 SECTION INCLUDES:**

- A. Work includes exterior and interior surface preparation and painting
  - 1. Exterior: Masonry, stucco, miscellaneous exposed ferrous metals (handrails)

**1.02 SUBMITTALS:**

- A. Product Data: Submit manufacturer's technical information, including paint label analysis and application instructions for each material proposed for use.
- B. Samples and Mock-ups:
  - 1. Submit samples for review of color and texture only.
  - 2. On 300 mm by 300 mm (12-inch by 12-inch) hardboard, provide two samples of each color and material, with texture to simulate actual conditions. Resubmit samples as requested until acceptable sheen, color, and texture are achieved.
  - 3. On actual wall surfaces and other building components, duplicate painted finishes of prepared samples. Provide full-coat finish samples on surface, as directed, until required sheen, color, and texture are obtained.
  - 4. Final acceptance of mock-ups will be from samples applied on job.

**1.03 QUALITY ASSURANCE:**

- A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats.
- B. Use only thinners approved by paint manufacturer and use only within recommended limits.

**PART TWO - PRODUCTS**

**2.01 MANUFACTURERS:**

- A. Acceptable Manufacturers:
  - 1. Benjamin Moore and Co.
  - 2. PPG Industries, Pittsburgh Paints.
  - 3. AkzoNobel.
  - 4. Sherwin-Williams Company.

**2.02 MATERIALS:**

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

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- C. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Owner. Furnish material data and manufacturer's certificate of performance to Owner for any proposed substitutions.
- D. Color Pigments:
  - 1. Pure, non-fading, applicable types to suit substrates and service indicated.
  - 2. Lead content in pigment, if any, is limited to contain not more than 0.06 percent lead, as lead metal based on total non-volatile (dry-film) of paint by weight.

**2.02 MIXING:**

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

**PART THREE - EXECUTION**

**3.01 EXAMINATION:**

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.

**3.02 SURFACE PREPARATION:**

- A. Seal joints, openings, and laps in existing sheet metal fabrications to watertight condition prior to painting.
- B. Remove hardware, hardware accessories, machined surfaces, plates, lighting protection, and similar items in place and not to be finish-painted.
- C. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Patch cracks.
- D. Ferrous Metals: Clean ferrous surfaces that are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
- F. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.
- G. Touch up damaged shop-applied prime coats with same type shop primer.
- H. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Embassy in writing of any anticipated problems in using the specified coating systems with substrates primed by others.

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**3.04 APPLICATION:**

- A. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Provide finish coats which are compatible with prime paints used.
- C. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint, until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- D. Scheduling Painting:
  - 1. Apply first coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  - 2. Allow sufficient time between successive coatings to permit proper drying.
  - 3. Do not recoat until paint has dried to where it feels firms, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- E. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate to establish total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- F. Prime Coats:
  - 1. Apply prime coat of material which is required to be painted or finished and which has not been prime coated by others.
  - 2. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat to ensure finish coat with no burn through or other defects due to insufficient sealing.
  - 3. Pigmented (Opaque) Finishes: Completely cover to provide opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections are not acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

**3.05 PROTECTION:**

- A. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

**3.06 EXTERIOR PAINT SCHEDULE:**

- A. Ferrous Metal Painted or Unpainted:
  - 1. Items: Roof related fabrications.
  - 2. Finish: Flat finish/alkyd base.
  - 3. Color: White.
  - 4. System:
    - a. First Coat: Sherwin Williams Kromik Metal Primer, E41N1 (5.3 mils wet, 3.0 mils dry).

**CONSUL GENERAL RESIDENCE ROOF REPLACEMENT  
CASABLANCA MOROCCO**

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- b. Second Coat: Sherwin Williams Metalastic II Enamel, B53 (7.0 mils wet, 3.0 mils dry).
    - c. Third Coat: Sherwin Williams Metalastic II Enamel, B53 (7.0 mils wet, 3.0 mils dry).
- D. Exterior stucco and concrete.
  - a. Finish: Flat Finish/Alkyd Base.
  - b. Color: White to match existing exterior walls
  - c. System Two finish coats over two prime coats
    - 1) Prime Coat: Primer sealer, latex.
      - a. S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
    - 2) Topcoat: Latex, exterior, flat.
      - a. S-W A-100 Exterior Latex Flat, A6 Series, at 4.0 mils (0.102 mm) wet, 1.2 mils (0.030 mm) dry, per coat.

**END OF SECTION**

**CONSULATE GENERAL RESIDENCE ROOF REPLACEMENT  
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**SECTION 17000 - TEMPORARY ELECTROMECHANICAL DISCONNECTS**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Temporarily disconnect all circuits including rooftop circuits, light fixtures, and Solar Hot Water Heaters as needed, but excluding wiring and cabling for communications equipment.
- B. Contractor shall install new non-penetrating pipe and cable supports and cable trays.

**1.02 QUALITY ASSURANCE:**

- A. The Contractor shall employ mechanics proficient and licensed in the trades involved.
- B. The Contractor shall disconnect equipment only as scheduled in the approved construction schedule and when performing roofing work in the immediate area of the equipment.
- C. Prior to commencing any disconnections, the Post FM and QAI shall be given forty-eight hours notice.

**1.03 TESTING:**

- A. Prior to commencing roofing work, the Contractor shall test all equipment in the presence of the QAI.
- B. All deficiencies in operation including unusual noises will be noted in writing and shall become a matter of records.
- C. Upon completion of the reinstallation of each unit, it shall be retested by the Contractor in the presence of the COR for acceptance.
- D. Any deficiencies which were not noted in the initial testing shall be corrected by the Contractor at his expense.

**PART TWO - PRODUCTS**

**2.01 MATERIALS:**

- A. Any replacement parts or additional materials needed due to changes in curb or sleeper heights shall be as recommended by the manufacturers of the mechanical unit or as required by governing codes, and shall match the existing materials as to type, size, thickness, and quality.

**PART THREE - EXECUTION**

**3.01 DISCONNECTION:**

- A. Circuits shall be placed under a controlled tagging and log procedure. Prior to disconnection, all sources of power to the panel or equipment shall be verified. De-energized power circuits shall be tagged out.
- B. Prior to removing equipment or panels, conductors, cables, conductors and terminals



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terminating in the equipment shall be uniquely identified. This information shall be recorded on a terminal connection schedule prepared for each piece of equipment. Marking shall consist of industry approved methods such as fiber cable tags and wire and terminal marking materials such as Thomas and Betts or equal. Markings shall be impervious to moisture and chemicals in the working environment.

- C. Disconnected cable ends and conductors shall be protected from moisture and rain.
- D. After disconnection, move equipment and materials a sufficient distance to permit the installation of roofing and flashing materials.

**3.01 RE-INSTALLATION:**

- A. After disconnection, move units sufficient distance to permit the installation of the new supports or curbs, where indicated on drawings, and new roofing and flashing materials.
- B. Under no circumstances shall any equipment be stored on completed sections of the new roof or any adjoining roofs not included in this contract.
- C. After installation of equipment support (if required), the unit shall be reset on the support. Reconnecting of pipe, conduit, wiring, and reactivation of the unit to its original condition shall be provided by Contractor.
- D. Units shall be installed level, plumb, and free of vibration and in accordance with unit manufacturer's original installation practices.

**3.03 ACCEPTANCE**

- A. Prior to declaring equipment "in service", the equipment and controls shall be tested for proper operation. This shall require the equipment to be exercised through three complete cycles. Any deficiencies occurring during this test shall be corrected and the equipment re-tested until it operates successfully through three complete cycles. Following this test, the equipment shall be declared operational and "in service".

**END OF SECTION**



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United States Department of State  
BUREAU OF OVERSEAS BUILDING OPERATIONS  
Washington, D.C.

ROOF REPLACEMENT  
for  
CONSULATE GENERAL RESIDENCE VILLA MIRADOR  
CASABLANCA, MOROCCO

**DRAWING INDEX:**  
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G101 SITE PLAN  
A100 EXISTING ROOF PLAN  
A101 NEW ROOF PLAN  
A102 LOW PATIO PLAZA DECKS - TILE  
A103 FLAT CONCRETE CANOPIES  
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BUREAU OF OVERSEAS BUILDING OPERATIONS  
Washington, D.C.

RES  
CGR VILLA MIRADOR  
for  
CASABLANCA  
MOROCCO

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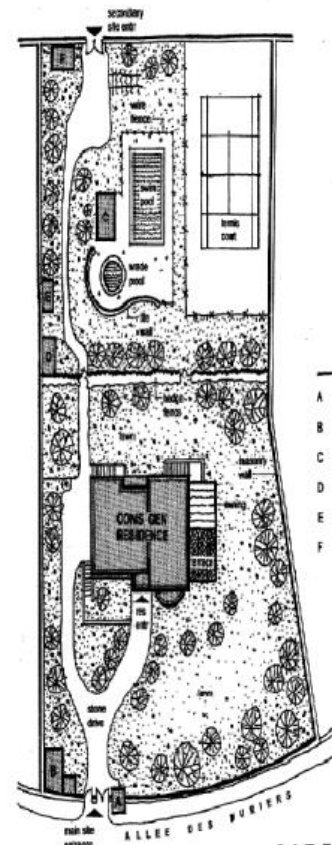




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1 SITE PLAN  
G101 SCALE - NTS



**LEGEND**

- A GUARDHOUSE
- B GUARD and STO
- C CAGNA
- D GENERATOR
- E YARD STO
- F GUARDHOUSE



**SITE PLAN**  
CONS GEN RESIDENCE - CASABLANCA  
NO SCALE



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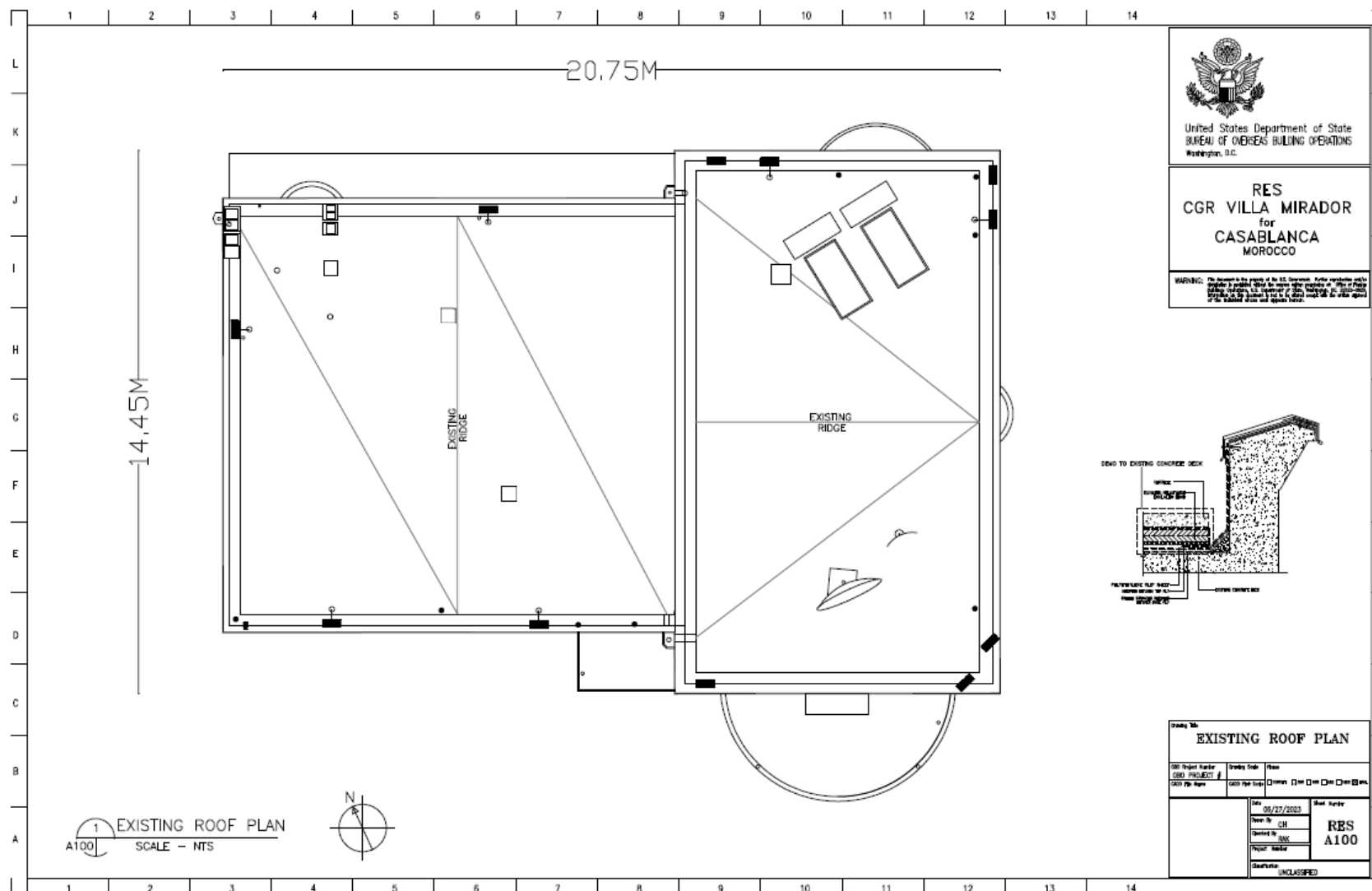
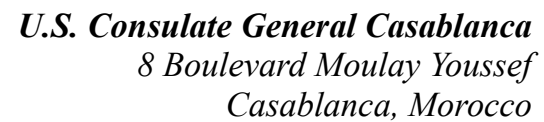
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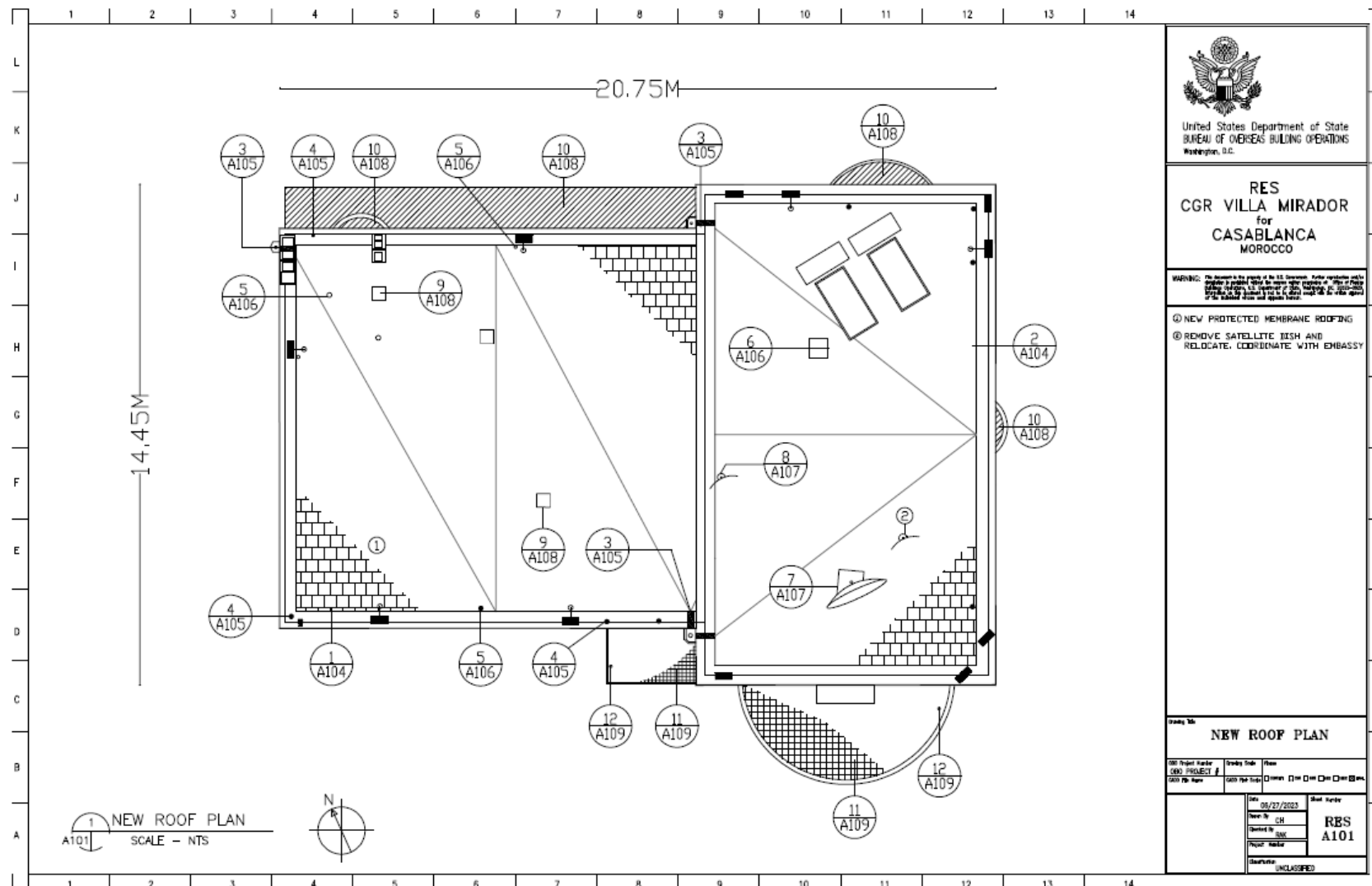
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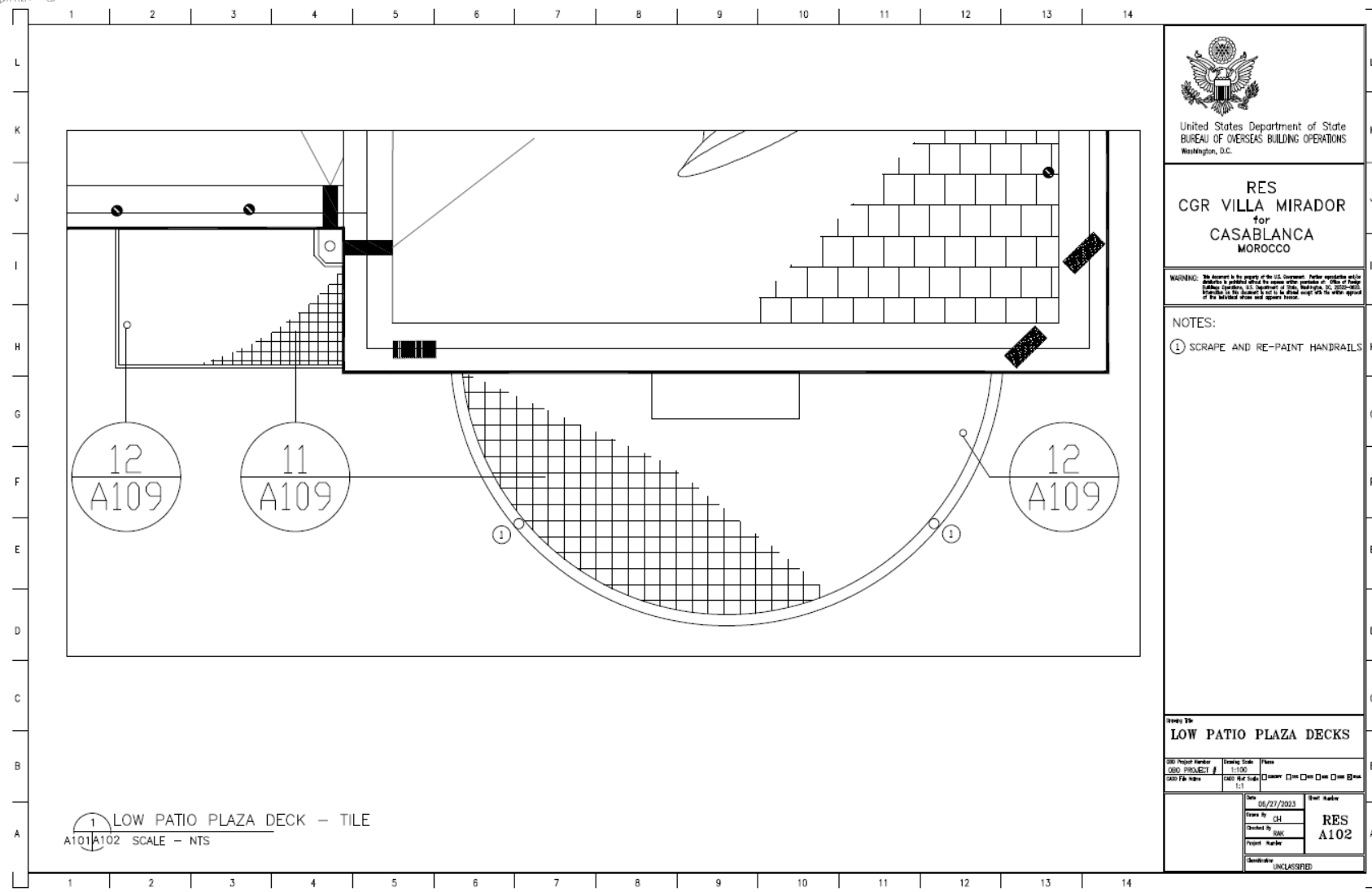
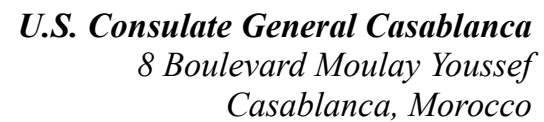
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Author RAC	Reviewer RAC	Classifier (UNCLASSIFIED)

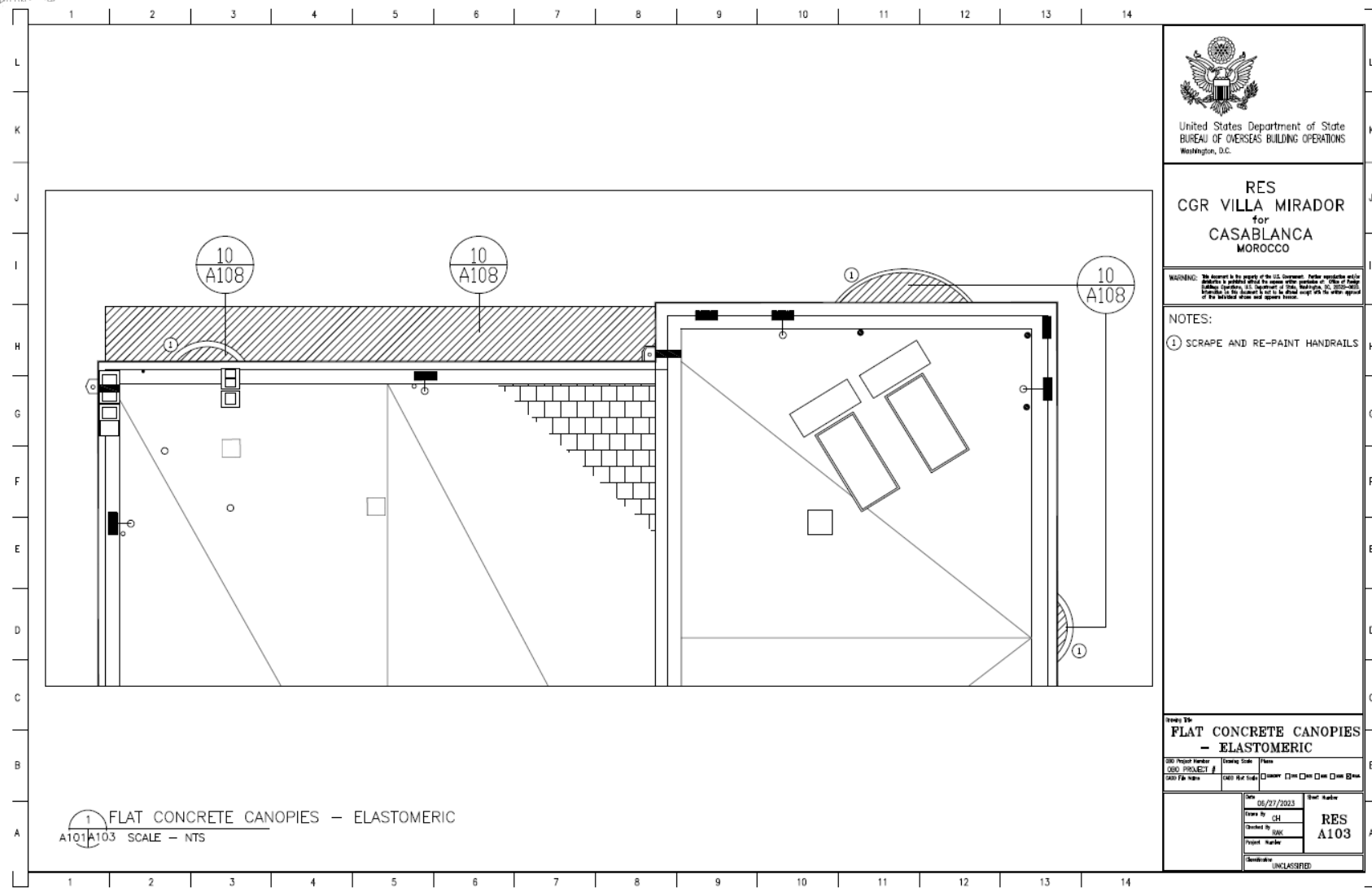
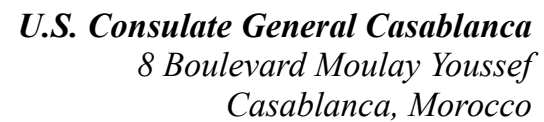




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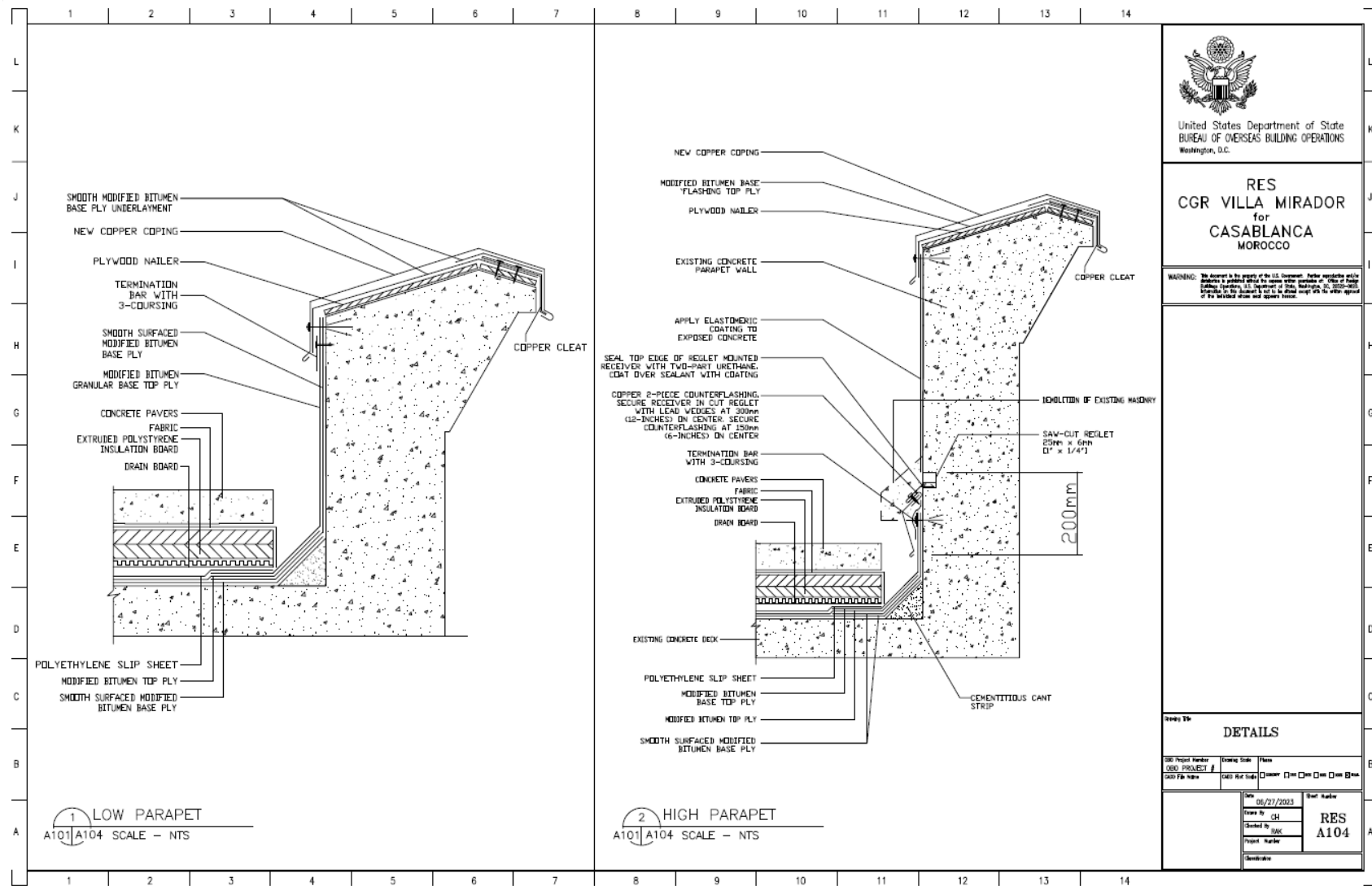






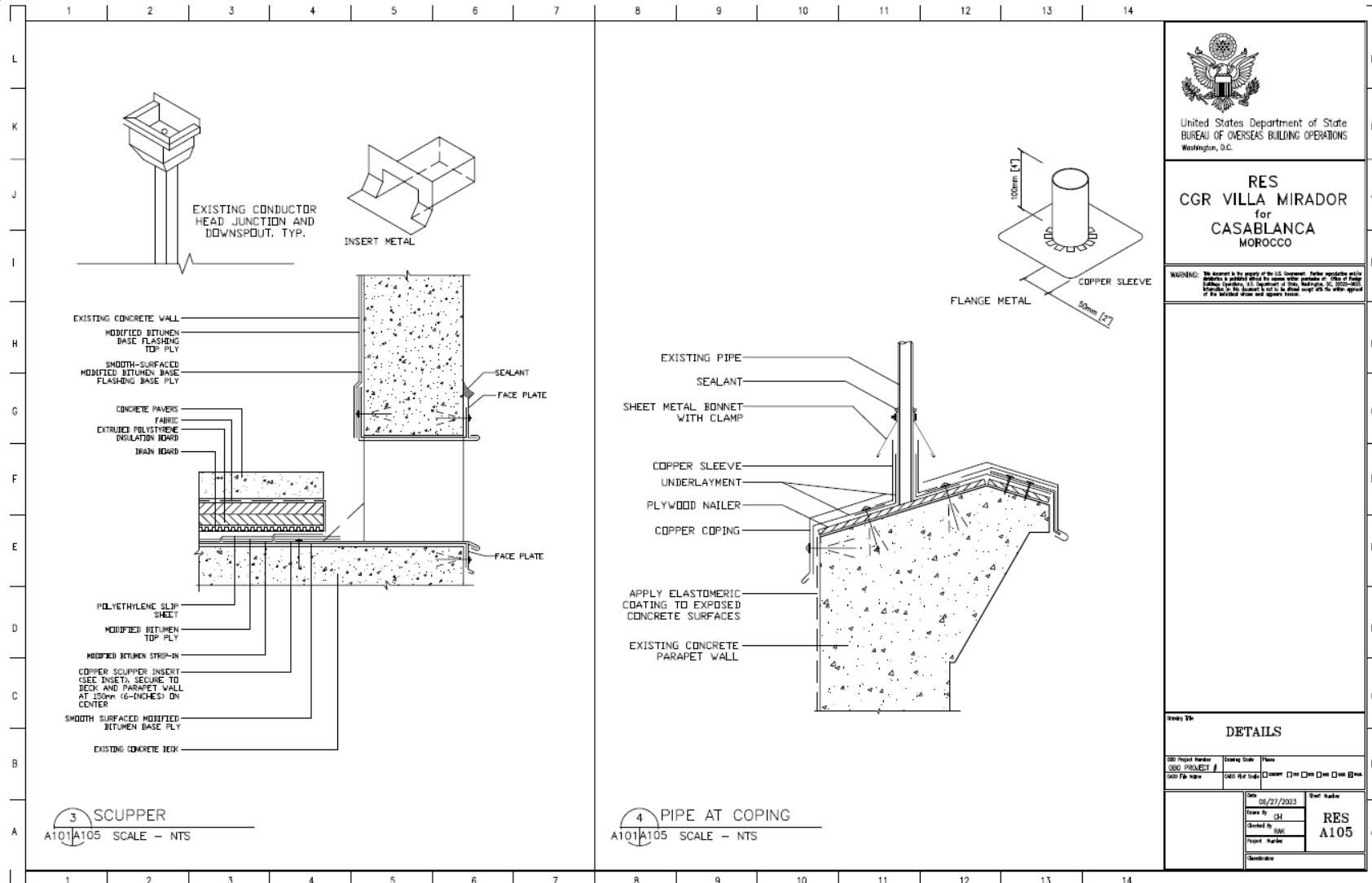


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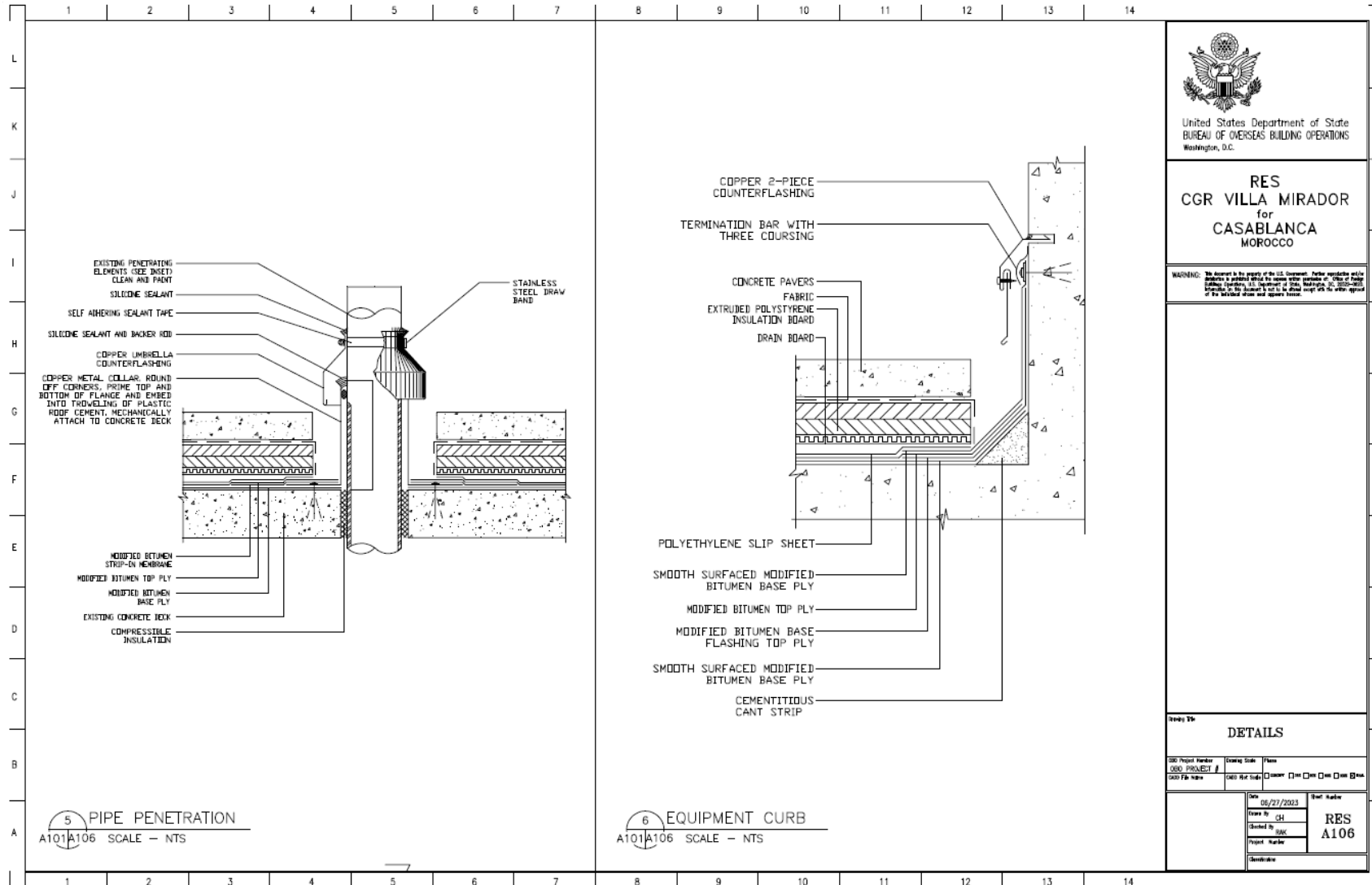


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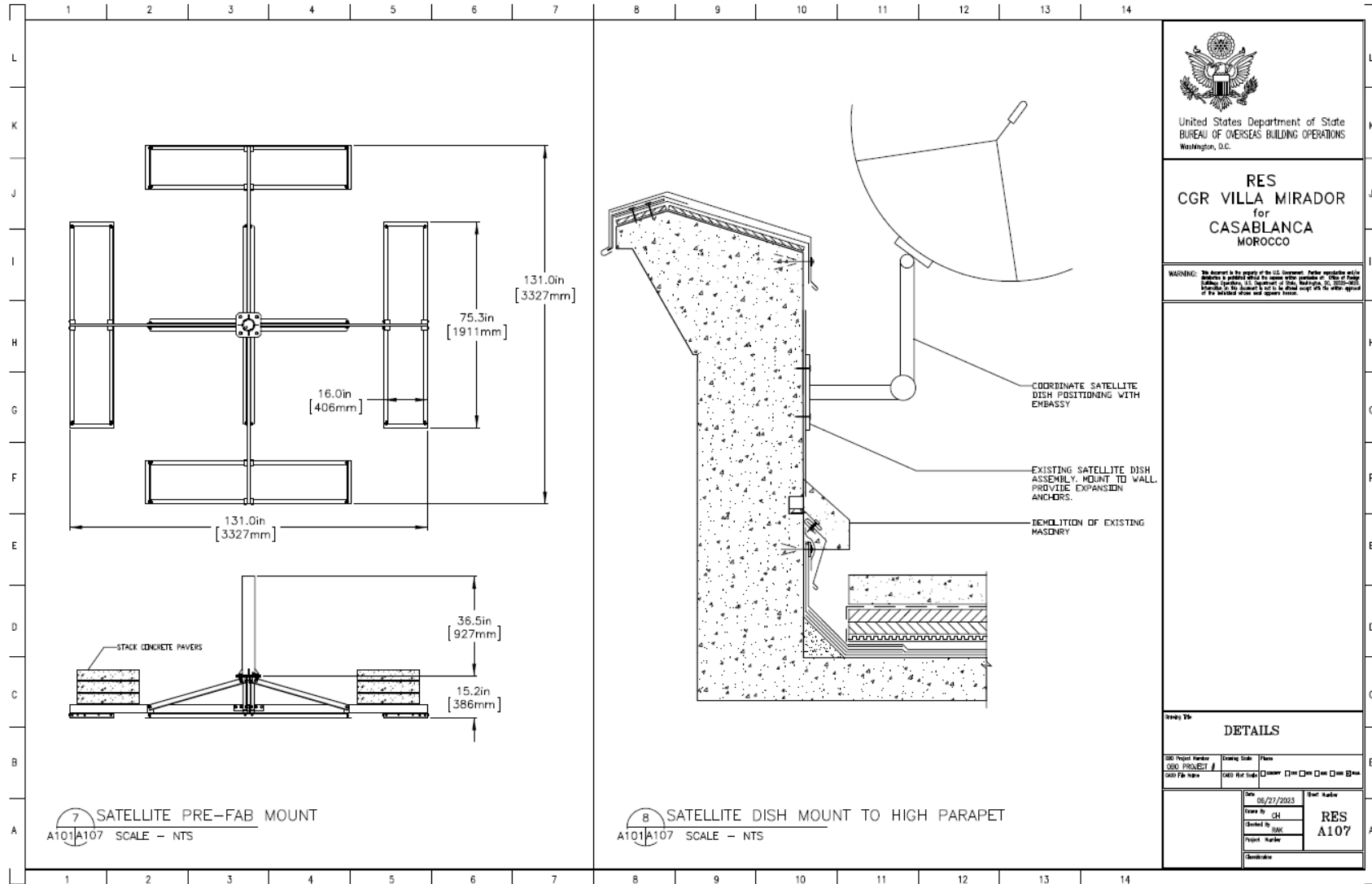
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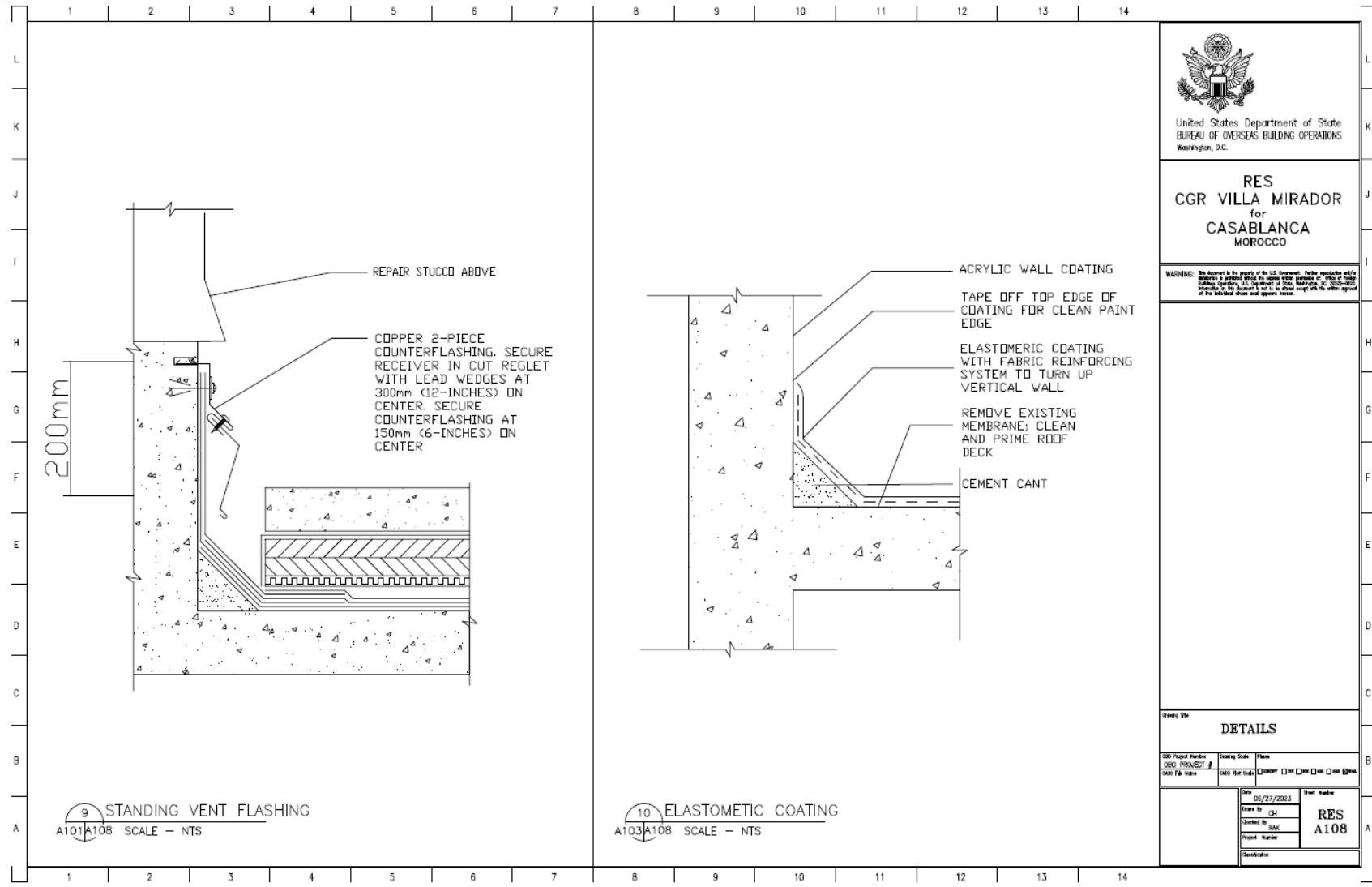


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